OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
April 7, 2026

Mayor
D. Lynn Spruill

Vice Mayor
Roy A'. Perkins

Board of Aldermen
Kim Moreland
Sandra Sistrunk
Kyle Skinner
Mike Brooks
William Pochop
Henry Vaughn, Sr.

City Attorney
Berk Huskison

Human Resources Director
Stacy Cobbins

City Clerk
Joanna McLaurin

Chief Financial Officer
Webb Corban

Utilities General Manager
Edward Kemp

Police Chief
Mark Ballard

Fire Chief
Dewayne Davis

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

Sanitation and Environmental Services Director
Chris Smiley

Airport Director
Rodney Lincoln

City Planner
Daniel Havelin

Building Official
Stein McMullen

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, APRIL 7, 2026
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE MARCH 13, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MARCH 17, 2026, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

- SECOND PUBLIC HEARING AND CONSIDERATION TO ADOPT AN ORDINANCE TO CONTROL THE SALE OF SYNTHETIC KRATOM AND KRATOM PRODUCTS WITHIN THE CITY LIMITS OF STARKVILLE.

- PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED NEAR REED ROAD AND PEOPLES STREET, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118K-00-037.00, AND IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

- PUBLIC HEARING AND CONSIDERATION OF VA 26-01 A REQUEST FOR A VARIANCE FROM THE REQUIREMENT TO INSTALL AN AUTOMATIC FIRE SPRINKLER SYSTEM AT 106 DR MARTIN LUTHER KING JR DRIVE WEST IN A T-5C ZONING DISTRICT.

- PUBLIC HEARING AND CONSIDERATION OF VA 26-02 A REQUEST FOR A VARIANCE TO REDUCE THE FRONT YARD SETBACK FROM 25' TO 15' FOR LOT 217 OF THE COUNTRY CLUB ESTATES PHASE 3-E SUBDIVISION IN A SD-2 ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING ASSISTING THE TOWN OF STURGIS WITH A PROJECT TO REMOVE DAMAGED POWER POLES FROM A PUBLIC PARK USING THE CITY OF STARKVILLE UTILITIES TRUCK ASSETS AS AUTHORIZED BY MISS CODE § 17-5-15 (2024).

X. BOARD BUSINESS

A. CONSIDERATION OF APPLYING FOR A NATIONAL FITNESS CAMPAIGN FITNESS COURT GRANT.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION NUMBER 26-02 FOR THE AIR CARE 3 EMERGENCY RESPONSE CENTER PROJECT AT GEORGE M. BRYAN FIELD.

2. REQUEST TO ADVERTISE FOR BIDS REGARDING THE FAA 2026 AIP RUNWAY AND TAXIWAY EXTENSION PROJECT PHASE 2 ON GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF A SPECIAL EVENT REQUEST BY ALDEN THORNHILL TO HOLD THE 2026 STARKVILLE DERBY ON APRIL 25, 2026, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

2. CONSIDERATION OF AUTHORIZING THE ACCEPTANCE OF THE MISSISSIPPI HILLS HERITAGE AREA ALLIANCE GRANT OF $20,000 WITH THE REQUIRED 1:1 LOCAL MATCH.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING TASK ORDER NO. 5 FOR NEEL SCHAFFER, INC. FOR THE FINAL DESIGN OF THE OLD WEST POINT BRIDGE REPLACEMENT IN AN HOURLY, NOT-TO-EXCEED AMOUNT OF $65,000.00.

2. CONSIDERATION OF ACCEPTING THE PUBLIC INFRASTRUCTURE OF MAGNOLIAS AT BENTBROOK SUBDIVISION.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 7, 2026 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO AWARD THE STARKVILLE COMMERCIAL DISPATCH FOR PUBLICATION OF LEGAL NOTICES.

3. APPROVAL OF FISCAL YEAR 2026 BUDGET ADJUSTMENTS.

4. CONSIDERATION AND APPROVAL OF TWO RESOLUTIONS OF MAYOR AND BOARD OF ALDERMAN AUTHORIZING AND APPROVING EXECUTION OF TWO EQUIPMENT – LEASE PURCHASE AGREEMENTS WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK TO FINANCE TWO FRONT LOAD REFUSE TRUCKS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE REPAIRS TO ENGINE 4 AS AN EMERGENCY UNDER MISSISSIPPI STATE STATUTE SECTION 31-7-13 AND APPROVE THE ADDITIONAL REPAIR COSTS ASSOCIATED WITH THE REPLACEMENT OF BRAKE SHOES AND DRUMS AT TAG TRUCK CENTER, AS NECESSARY TO RESTORE THE APPARATUS TO SAFE AND OPERATIONAL CONDITION. AT A COST OF $5,504.81.

2. REQUEST PERMISSION TO APPLY FOR 2026 FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT. THE AMOUNT OF THIS GRANT WILL BE

APPROXIMATELY $35,778.73. THE TURNOUTS WILL BE PURCHASED UPFRONT AND SFD WILL BE REIMBURSED 100%.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO PROMOTE ALEX BISHOP TO COMMERCIAL DRIVER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE DANIEL TRIPLETT AS FOREMAN I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE EDWARD COLE BUSH AS RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE MICHAEL D. JONES AS AN ASSISTANT GENERAL MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE JARREICK JENKINS AND RYAN MINOR AS STREET MAINTENANCE WORKER I IN THE STREET DEPARTMENT.

6. CONSIDERATION OF THE DISCIPLINARY ACTIONS RECOMMENDED BY ENVIRONMENTAL SERVICES AND SANITATION DIRECTOR CHRIS SMILEY FOR A SANITATION WORKER I AS A RESULT OF I.A. #04072026.

7. REQUEST AUTHORIZATION TO HIRE JAVEON CRAIN AS A SANITATION WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE PURCHASE OF ABNORMALAI EMAIL SECURITY SOFTWARE FOR THE LOWEST QUOTE OF $8,400 YEARLY.

I. PARKS

1. CONSIDERATION OF APPROVING CHANGE ORDER #2 FOR THE JL KING CULVERT REPLACEMENT PROJECT FOR AN INCREASE OF $65,513.08.

2. REQUEST AUTHORIZATION TO PURCHASE AND INSTALL VENT HOOD AND KITCHEN EQUIPMENT FROM JACKSON RESTAURANT SUPPLY

WITH EQUIPMENT COST OF $29,655.20 AND INSTALLATION COST OF $12,500.00 FOR A TOTAL OF $42,155.20 INCLUDING A DOWN PAYMENT OF $15,749.03 FOR CORNERSTONE CONCESSION STAND.

3. REQUEST AND CONSIDERATION TO APPROVE THE SOLE SOURCE SERVICE AGREEMENT WITH PERRY WEATHER FOR (2) FULL-SERVICE WEATHER SYSTEMS AT A PRO-RATED COST OF $1,136.44 FOR THE TIME OF MAY 1-JUNE 29, 2026. THIS AMOUNT PLUS SHIPPING COST OF $800 WILL TOTAL $1,936.44. BEGINNING JUNE 30, 2026, THE TOTAL FOR THE (2) ADDITIONAL UNITS WILL BE $6,800 ANNUALLY.

4. CONSIDERATION TO APPROVE THE LOWEST QUOTE OF 69,495.00 FROM WADE INCORPORATED FOR (5) COMMERCIAL GRADE MOWERS CONSISTING OF (4) 72” AND (1) 60” MOWER.

J. POLICE DEPARTMENT

1. POLICE

a. CONSIDERATION TO APPROVE THE LIST OF CITY OF STARKVILLE UNMARKED CARS FOR FISCAL YEAR 2026 UNDER SECTION 25-1-87

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL OF A PILOT AGREEMENT WITH THIRD EYE ENVIRONMENTAL SOLUTIONS GROUP FOR A CAMERA FOR THE SWEEPER TRUCK WITH COSTS TO BE REIMBURSED BY INGRAM EQUIPMENT COMPANY.

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF THE ACCEPTANCE OF THE AUDITED FINANCIAL STATEMENTS OF THE STARKVILLE UTILITIES - ELECTRIC DIVISION FOR THE TWELVE-MONTH PERIOD ENDED SEPTEMBER 30, 2025, AND THE YEAR ENDED SEPTEMBER 30, 2024, AS PRESENTED BY WATKINS, WARD & STAFFORD, CPAS, PLLC.

2. CONSIDERATION OF THE ACCEPTANCE OF THE MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT WITH BRISLIN, INC. FOR STARKVILLE UTILITIES OPERATIONS CENTER HVAC SERVICES FROM APRIL 1, 2026 TO MARCH 31, 2027.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR CURRY STREET GENERATOR (MATERIAL ONLY).

4. REQUEST AUTHORIZATION TO ACCEPT THE EMERGENCY PURCHASE IN ACCORDANCE WITH MS STATE STATUTE 31-7-13 FROM BERRY ELECTRIC, LLC IN THE AMOUNT OF $8,200.00 FOR ELECTRICAL REPAIRS AND A TRANSFER SWITCH AT ACADEMY WELL.

5. REQUEST AUTHORIZATION TO EXECUTE THE MISSISSIPPI DEVELOPMENT AUTHORITY ENERGY & NATURAL RESOURCES DIVISION MISSISSIPPI 40101(D) GRID RESILIENCE GRANT PROGRAM SUBAWARD GRANT AGREEMENT.

6. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $21,820.00 FOR MAINTENANCE OF ALTITUDE VALVES AT FOUR LOCATIONS: CURRY ST, SCALES ST, LOCKSLEY, AND AZALEA ST.

7. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BERRY ELECTRIC, LLC IN THE AMOUNT OF $32,500.00 FOR INSTALLATION OF MANUAL TRANSFER SWITCHES AT THE PARKDALE AND HENDERSON WELLS.

8. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM MYERS FENCE SALES, LLC IN THE AMOUNT OF $12,500 FOR A PERIMETER FENCE AT LOCKSLEY TANK.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL APRIL 21, 2026 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Stein McMullen, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
March 13, 2026

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, March 13, 2026 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Alderwoman Kim Moreland, Alderwoman Sandra Sistrunk, Alderman William Pochop, Alderman Roy A.' Perkins, and Alderman Henry Vaughn, Sr., as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin were also present.

Mayor Spruill opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. §25-41-13 and a copy of that notice is included in the minutes. The work session was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

Phylis Benson with Golden Triangle Planning and Development gave a brief update on the CDBG grant award for Henderson and Sand Road. Edward Kemp and Cody Burnett gave presentations on existing grants and status work being done and proposed projects applications for grant funds.

The Mayor and members of the Board discussed items on the upcoming March 17, 2026 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

Mayor Spruill closed the work session

SIGNED AND SEALED THIS THE 7TH DAY OF APRIL 2026.

_____
MAYOR D. LYNN SPRUILL

Attest:

_____
Seal JOANNA MCLAURIN, CITY CLERK

WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

March 13, 2026

11:00 a.m.

A. CALL THE WORK SESSION TO ORDER

B. UPDATE ON THE MULTIPLE EXISTING GRANTS AND STATUS OF THE WORK BEING DONE AND PROPOSED PROJECTS APPLICATIONS FOR GRANT FUNDS.

C. DISCUSSION OF THE AGENDA ITEMS FOR THE MARCH 17, 2026, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

D. ADJOURN MEETING

1

Overall Project Listing

- WWTP- Aerator and Electrical Rehab (MDA,MCWI, ARPA))
- Influent Lift Station Rehab (ARC)
- Stark Road Force Main Replacement (ARC)
- Josey Creek Lift Station Improvements (MDA, OCEDA)
- Henderson and Sand Road Sewer Improvements (CDBG)
- Wastewater Treatment Plant Improvements (EPA)
- Wastewater Collection Improvements (USACE)
  - $4 Million for wastewater collection improvements
- Bluefield Water Main Improvements (EPA)
- Well #10 Construction (EPA)
  - $2.5 Million request for $3.15 Million Project

2

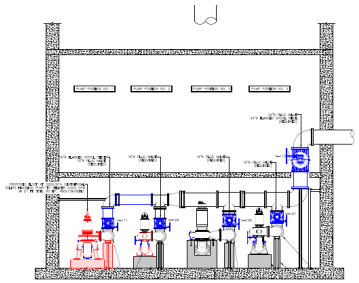
WWTP- Aerator and Electrical Rehab

- Total Project Budget: $10.3M
- Grant Type: $700K MDA, $2.24M ARPA, $2.24M MCWI
- Local Funding Amount: $5.14M
- Currently in Construction phase- 43% Complete
- Replacement of all 6 oxidation ditch aerators; replacement of WWTP electrical building and controls
- Estimated Construction Completion: Fall 2026

3

Influent Lift Station Rehab

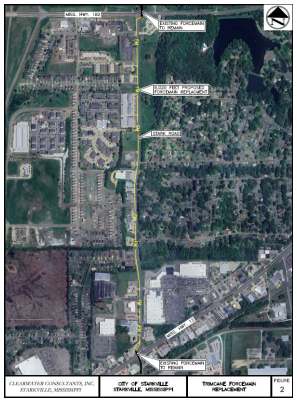
- Total Project Budget: $1.57M
- Grant Type: ARC ($720K)
- Local Funding Amount: $850K
- Currently in Construction phase- 18% Complete
- Purpose or Objective: New valving (12), replacement of hoist, epoxy coating the wet well, pump replacement, bypass connection
- Estimated Construction Completion: Summer 2026



4

Stark Road Force Main Replacement

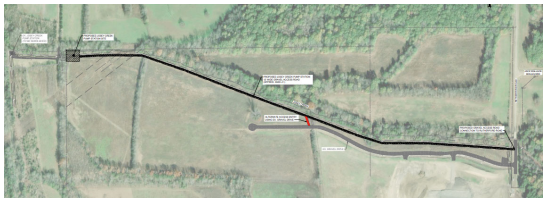
- Total Project Budget: ~ $1.69M
- Grant Type: ARC ($750K)
- Local Funding Amount: $940K
- Currently in planning phase
- Purpose or Objective: Replacement of 6000 LF of 16" force main (Hwy 182 to Hwy 12)
- Estimated commencement of Construction- 2027



5

Josey Creek Lift Station Improvements

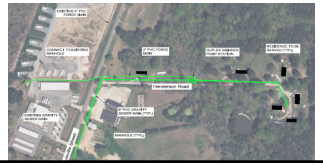
- Total Project Budget: $2.7M
- Grant Type: MDA SDG ($700K), Alternate Funding ($1.5M)
- Local Funding Amount: ($500K)
- Currently in Design phase- 30% complete
- Purpose or Objective: Relocation of existing station to OCEDA property and upgrading capacity to accommodate larger future flows
- Estimated Construction Completion: Fall 2027

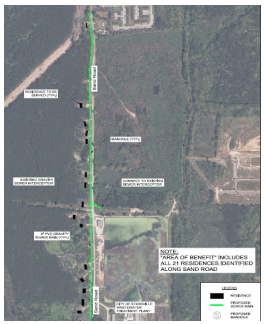


6

Henderson and Sand Road Sewer Installation

- Total Project Budget: $1.29M
- Grant Type: CDBG ($702K)
- Local Funding Amount: $590K
- Currently in grant application phase
- Purpose or Objective: Provide sewer service to all residents on Henderson and Sand Roads
- Estimated commencement of construction- 2027

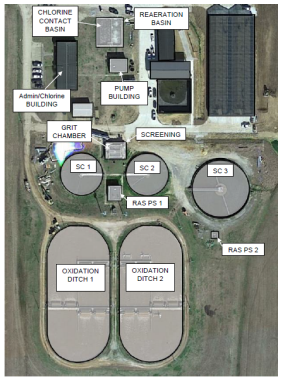




7

Wastewater Treatment Plant Improvements

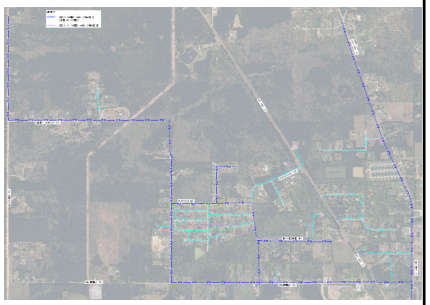
- Total Project Budget: ~ $1.8M
- Grant Type: EPA ($1.5M)
- Local Funding Amount: $300K
- Currently in grant application phase
- Purpose or Objective: Improving wastewater facilities
- Estimated commencement of Construction- 2028



8

Bluefield Water Main Improvements

- Total Project Budget: $1.9M
- Grant Type: EPA ($1.9M)
- Local Funding Amount: Cost Share Waiver ($0)
- Currently in grant application phase
- Purpose or Objective: Water main consolidation of primary lines in Bluefield system area
- Estimated commencement of Construction- 2027



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Overall Project Funding Recap

- Total Projects: $21.25 Million
- Grant Amount: $13.45 Million
- Local Funding Required: $7.82 Million

- Non-ARPA projects: Grant Funds 75.5% of all projects

10

03 | 13 | 26

COMMUNITY PROJECT FUNDING

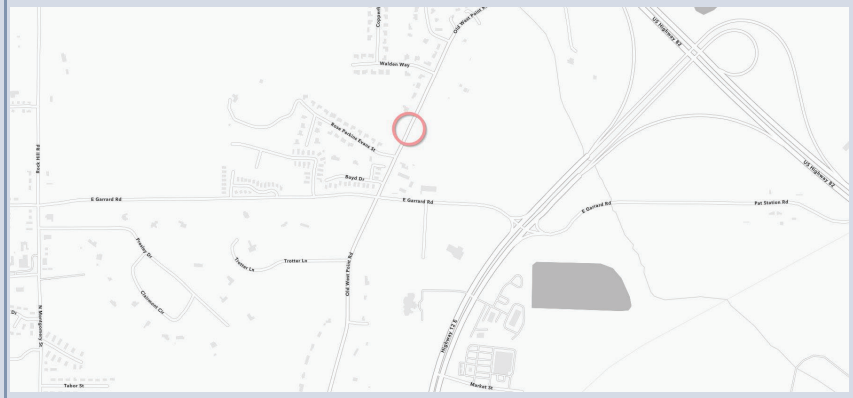
CONGRESSMAN GUEST FY27 APPROPRIATIONS

FY 27

COMMUNITY PROJECT FUNDING

03 | 13 | 26

OLD WEST POINT ROAD BRIDGE



FY 27

COMMUNITY PROJECT FUNDING

03 | 13 | 26

OLD WEST POINT ROAD BRIDGE

SIGNIFICANT EROSION

WINGWALL FAILURE

FY 27

COMMUNITY PROJECT FUNDING

03 | 13 | 26

OLD WEST POINT ROAD BRIDGE

ROADWAY UNDERMINED
SEVERE SHOULDER EROSION

STEEL SUPPORT PILES
30% SECTION LOSS

FY 27

COMMUNITY PROJECT FUNDING

03 | 13 | 26

OLD WEST POINT ROAD BRIDGE

PRELIMINARY DESIGN & BRIDGE ANALYSIS (COMPLETE) — **$55K**

BRIDGE INSPECTION, SURVEY, H&H ANALYSIS

FINAL DESIGN & PERMITTING (PENDING) — **$65K**

FEMA PERMITTING, FINAL DESIGN, ROW SURVEY

CONSTRUCTION & CEI (CPF REQUEST 80/20) — **$1.25 M**

REMOVE BRIDGE, BOX CULVERT, CONSTRUCTION ENGINEERING & INSPECTION (CEI)

80% CPF FUNDING $1,000,000
20% LOCAL SHARE $250,000

TOTAL LOCAL COST
$370K

FY 27

COMMUNITY PROJECT FUNDING

NORTH DOWNTOWN REVITALIZATION

03 | 13 | 26

FY 27

COMMUNITY PROJECT FUNDING

NORTH DOWNTOWN REVITALIZATION

NORTH DOWNTOWN REVITALIZATION

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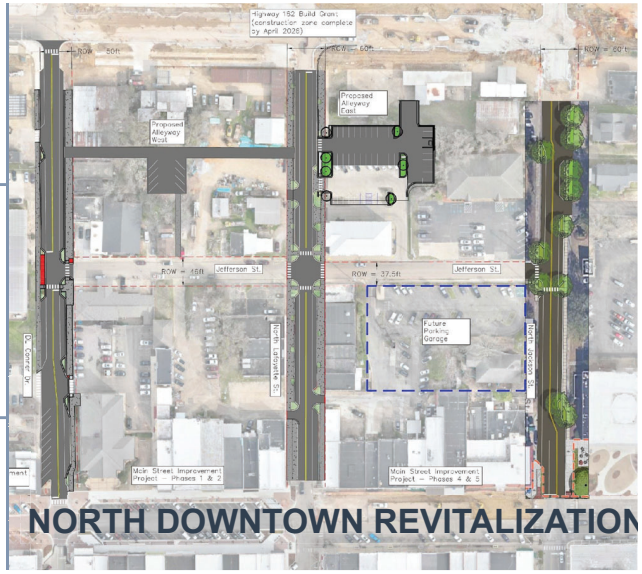
DR DOUGLAS L CONNER DR	$2.6M
N LAFAYETTE STREET	$3.1M
JACKSON STREET	$2.4M
JEFFERSON STREET	$2.5M
TOTAL COST	$10.6M
CPF REQUEST	$4.0M
LOCAL MATCH	$1.0M
PHASE 1 TOTAL COST	$5.0M



03 | 13 | 26

QUESTIONS

COMMUNITY PROJECT FUNDING

CONGRESSMAN GUEST FY27 APPROPRIATIONS

FY 27

COMMUNITY PROJECT FUNDING

THERE WILL BE A WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN ON FRIDAY, MARCH 13, 2026

AT 11:00 AM IN THE STARKVILLE CITY HALL LOCATED AT 110 WEST MAIN STREET IN THE SECOND FLOOR CONFERENCE ROOM

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3119, in advance for any services requested.

AGENDA ITEM: MINUTES

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 4-7-26
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 328

SUBJECT: Request approval of the minutes of the March 17, 2026 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Joanna McLaurin

FOR MORE INFORMATION CONTACT: Joanna McLaurin, City Clerk

SUGGESTED MOTION: Approval of the minutes of the March 17, 2026 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 17, 2026

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 17, 2026 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Kyle Skinner, Mike Brooks, William Pochop, Roy A'. Perkins and Henry Vaughn, Sr., as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill called for any changes to the agenda as presented. Vice Mayor Roy A'. Perkins asked to remove Board Business item A from the agenda. There being no additional changes requested, the Mayor called for a motion to approve the agenda with consent items.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA WITH CONSENT ITEMS.

Alderman Pochop offered a motion, duly seconded by Alderman Skinner, to approve the March 17, 2026 Official Agenda as amended. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried and then read the consented items.

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,
MISSISSIPPI RECESS MEETING OF TUESDAY, March 17, 2026
5:30 P.M., MUNICIPAL COURT ROOM, CITY HALL - 110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 17, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MARCH 3, 2026, REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: employee introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

- FIRST PUBLIC HEARING TO ADOPT AN ORDINANCE TO CONTROL THE SALE OF SYNTHETIC KRATOM AND KRATOM PRODUCTS WITHIN THE CITY LIMITS OF STARKVILLE.

- PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 113 N LAFAYETTE ST, STARKVILLE, MS 39759, WITH PARCEL NUMBERS, 118P-00-171.00, 118P-00-172.00, AND 118P-00-173.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

- PUBLIC HEARING AND CONSIDERATION OF SE 26-04 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 24 LINDBERGH BLVD WITHIN A TN-E ZONING DISTRICT.
- PUBLIC HEARING AND CONSIDERATION OF SE 26-05 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 760 EAST LEE BOULEVARD WITHIN A SD-2 ZONING DISTRICT.

- PUBLIC HEARING AND CONSIDERATION OF SE 26-06 A REQUEST

FOR SPECIAL EXCEPTION TO ALLOW TWO DUPLEXES, ONE ON EACH OF THE TWO LOTS, LOCATED ON THE NORTH SIDE OF WARE STREET APPROXIMATELY 98 FEET TO THE EAST OF 204 WARE STREET WITHIN A TN-E ZONING DISTRICT.

- PUBLIC HEARING AND CONSIDERATION OF UE 26-01 A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE EXPANSION OF A LEGAL NON-CONFORMING USE OF A WAREHOUSING, DISTRIBUTION, & WHOLESALE SERVICES AS PART OF THE GLO COMPANIES EXISTING OPERATIONS AT 1091 STARK ROAD WITHIN A CN ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE ADOPTION OF THE CITY OF STARKVILLE PARKS MASTER PLAN UPDATE AS PROVIDED BY SPORTS FACILTIES COMPANIES.

B. CONSIDERATION OF ACCEPTING AND AUTHORIZING MAYOR TO EXECUTE GRANT AGREEMENT #1202-25-347-PF-01 WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE HENDERSON & SAND ROADS WASTEWATER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF ADVERTISING FOR REQUESTS FOR QUALIFICATIONS FOR PROFESSIONAL LEGAL SERVICES FOR THE CITY OF STARKVILLE.

B. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF STARKVILLE, MISSISSIPPI ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE $15,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2026, OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE 2026 MDOT SMIFA-0068-0226 GRANT IN THE AMOUNT OF $542,000.00 FOR CONSTRUCTING A NEW CORPORATE HANGAR AND APRON WITH A CITY MATCH OF $15,751.05 AT GEORGE M. BRYAN FIELD

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF LW 26-01 A REQUEST FOR LANDSCAPE WAIVER AT 701 LOUISVILLE STREET IN A C ZONING DISTRICT.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ENGINEERING

1. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER FOR HANNON LLC FOR THE BENTBROOK RIDGE STREET FLUME PROJECT IN THE AMOUNT OF $27,968.15.

2. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER FOR HANNON LLC FOR THE 601 SOUTH JACKSON STREET ADA IMPROVEMENTS PROJECT IN THE AMOUNT OF $14,551.30.

3. CONSIDERATION OF APPROVING TASK ORDER #4 WITH NEEL-SCHAFFER, INC. TO CONDUCT A TOPOGRAPHIC AND BOUNDARY SURVEY OF CITY BLOCK 18A FOR A NOT TO EXCEED FEE OF $11,000.

4. CONSIDERATION OF APPROVING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION, LLC FOR THE SUDDUTH BUS STOP IMPROVEMENTS PROJECT IN THE AMOUNT OF $38,400.00.

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 12, 2026 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF THE FEBRUARY 2026 FINANCIAL STATEMENTS.

3. REQUEST ACKNOWLEDGEMENT BY THE BOARD OF PRIVILEGE LICENSES IN ACCORDANCE WITH MISS. CODE ANN. § 27-17-501 ISSUED

BY THE CITY CLERK'S OFFICE FOR THE MONTHS OF JANUARY AND FEBRUARY 2026 RESPECTIVELY.

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE KENDRICK TOTTON AS SANITATION WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE DESHAWN ROGERS AS SANITATION WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE DAVID "BRETT" VICK AS POLICE OFFICER – PRE ACADEMY IN THE STARKVILLE POLICE DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE DILLON RICHEY AND KENNEDY DYER AS DISPATCHER – PART-TIME AND FAYE MADDOX-BECK – AS DISPATCHER – FULL-TIME IN THE STARKVILLE POLICE DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE TONKA DAVIS AND LUKE TAYLOR AS INTERN – STUDENT METERING & BILLING IN THE STARKVILLE UTILITIES DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE LINDEN STELIOES-WILLS AS AN ENGINEERING CO-OP IN THE ENGINEERING DEPARTMENT.

7. REQUEST APPROVAL FOR CITY DEPARTMENTS TO PARTICIPATE IN STARKVILLE OKTIBBEHA COUNTY SCHOOL DISTRICT'S (SOCSD) WORK BASE LEARNING (WBL) ACADEMIC PROGRAM INTERNSHIPS FOR STARKVILLE HIGH SCHOOL JUNIORS AND SENIORS.

8. REQUEST APPROVAL OF YEARLY RENEWAL OF UKG READY/KRONOS SUPPORT SERVICES CONTRACT IN THE AMOUNT OF $1,064.84 FOR THE SUPPORT PERIOD OF 24 JUNE 2026 TO 23 JUNE 2027.

I. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE PURCHASE OF 10 POLICE DEPARTMENT CAMERAS FROM SECURITY SOLUTIONS FOR THE LOW QUOTE PRICE OF $57,125.21.

2. REQUEST APPROVAL OF THE RENEWAL OF VMWARE SOFTWARE FOR THE SOLE SOURCE AMOUNT OF $11,154.96 YEARLY.

J. PARKS

1. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES CONTRACT WITH THE ARTFUL GARDENER, LLC FOR THE NEW MAIN SOUTH LOOP OF THE CORNERSTONE ARBORETUM FOR THE NOT-TO-EXCEED AMOUNT OF $3,925.00.

K. POLICE DEPARTMENT

1. POLICE

a. REQUEST PERMISSION TO PURCHASE A VEHICLE VIN #94257 FROM COLUMBUS NISSAN IN COLUMBUS, MS, THE LESSER OF 2 QUOTES, AT A COST OF $27,103.00

b. REQUEST APPROVAL FOR EZ AUTO SALES TO REPLACE THE ENGINE WITH A REMANUFACTURED ENGINE, IN THE 2020 DODGE DURANGO VIN...#40842 IN THE AMOUNT OF $7,945.82, WHICH IS THE LOWEST OF (3) ESTIMATES.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

M. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $11,880.00 FOR THE REPLACEMENT OF TWO ELECTRONIC BUTTERFLY VALVES AT MONTGOMERY PLANT.
2. REQUEST AUTHORIZATION TO ACCEPT THE EMERGENCY PURCHASE IN ACCORDANCE WITH MS STATE STATUTE 31-7-13 FROM PARKS & PARKS WATER WELL SERVICE INC. IN THE AMOUNT NOT TO EXCEED $11,500.00 FOR WELL MOTOR REPAIR FOR THE CURRY WELL.

3. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $30,200.00 FOR THE PURCHASE OF TWO BOOSTER PUMPS.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM GLOBAL RENTAL CO., INC. IN THE AMOUNT OF $290,690.00 FOR A USED DISTRIBUTION DIGGER DERRICK.

5. APPROVAL OF WORK AUTHORIZATION 26-01 WITH CLEARWATER CONSULTANTS, INC. TO PROVIDE ENGINEERING SERVICES FOR THE STARK ROAD FORCE MAIN IMPROVEMENTS PROJECT.

6. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM ENDEAVOR IT IN THE AMOUNT OF $13,515.00 FOR NETWORKING EQUIPMENT AT OUR WATER TREATMENT FACILITIES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PERSONNEL MATTER

XV. OPEN SESSION

XVI. ADJOURN UNTIL APRIL 7, 2026 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Stein McMullen, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent Items 2-32:

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 17, 2026, WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the February 17, 2026, work session of the Mayor and Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MARCH 3, 2026, REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the March 3, 2026, regular meeting of the Mayor and Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

4. **CONSIDERATION OF THE ADOPTION OF THE CITY OF STARKVILLE PARKS MASTER PLAN UPDATE AS PROVIDED BY SPORTS FACILTIES COMPANIES.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the adoption of the city of Starkville Parks master plan update as provided by Sports Facilities Companies" is enumerated, this consent item is thereby approved.

5. **CONSIDERATION OF ACCEPTING AND AUTHORIZING MAYOR TO EXECUTE GRANT AGREEMENT #1202-25-347-PF-01 WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE HENDERSON & SAND ROADS WASTEWATER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of accepting and authorizing Mayor to execute grant agreement #1202-25-347-PF-01 with the Mississippi Development Authority for the Henderson & Sand Roads wastewater Community Development Block Grant (CDBG) Project" is enumerated, this consent item is thereby approved.

6. **CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF STARKVILLE, MISSISSIPPI ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE $15,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2026, OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of a resolution of the Mayor and Board of Alderman of the City of Starkville, Mississippi acknowledging and approving the sale and award of the $15,000,000 General Obligation Public Improvement bond, series 2026, of the city of Starkville, Mississippi; and for related purposes" is enumerated, this consent item is thereby approved.

7. **REQUEST APPROVAL TO ACCEPT THE 2026 MDOT SMIFA-0068-0226 GRANT IN THE AMOUNT OF $542,000.00 FOR CONSTRUCTING A NEW CORPORATE HANGAR AND APRON WITH A CITY MATCH OF $15,751.05 AT GEORGE M. BRYAN FIELD.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to accept the 2026 MDOT SMIFA-0068-0226 grant in the amount of $542,000.00 for constructing a new corporate hangar and apron with a city match of $15,751.05 at George M. Bryan Field" is enumerated, this consent item is thereby approved.

IMPROVING COMMUNITIES THROUGH SPORT

THE SPORTS FACILITIES ADVISORY

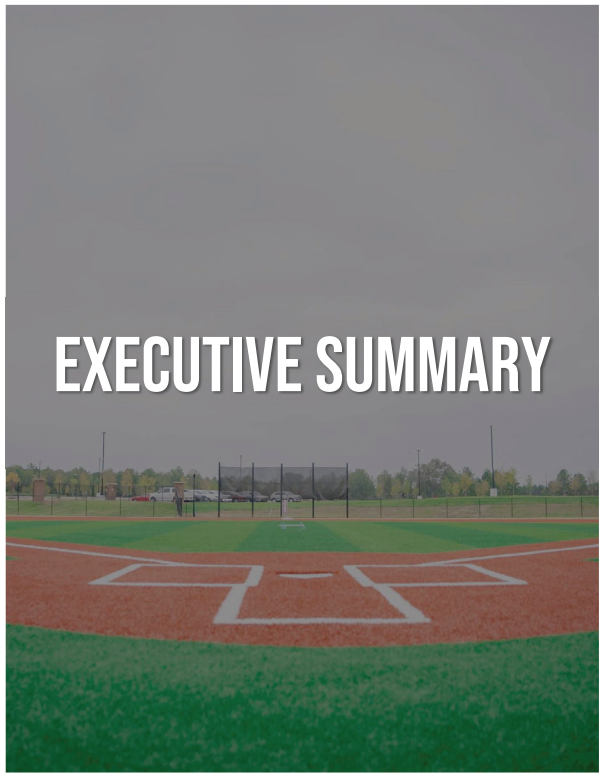
10-YEAR RECREATION MASTER PLAN

PREPARED FOR: CITY OF STARKVILLE, MISSISSIPPI

DRAFT REPORT DELIVERY DATE: JANUARY 2026

THIS PROJECT IS REPRESENTED BY THE SPORTS FACILITIES ADVISORY

FOR MORE INFORMATION VISIT
WWW.SPORTSFACILITIES.COM



THE SPORTS FACILITIES ADVISORY

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TO IMPROVE THE HEALTH & ECONOMIC VITALITY OF THE COMMUNITIES WE SERVE
THE SPORTS FACILITIES COMPANIES
FOUNDED IN 2003

THE SPORTS FACILITIES ADVISORY

EXECUTIVE SUMMARY

This 10-Year Recreation Master Plan provides Starkville with a practical roadmap to protect and improve existing assets, expand access and participation, and continue growing sports tourism impacts through high-performing facilities and programs. The plan is intentionally action oriented, with short- and mid-term recommendations centered on cost-effective improvements, partnerships, and funding readiness.

Sports Facilities Advisory (SFA) developed this plan in partnership with the City of Starkville and informed by a structured process that included market research, levels-of-service and gap analysis, stakeholder engagement, and projected facility performance ranges for financial performance, as well as economic impact.

PURPOSE AND GOALS

- Maintain and enhance quality parks, facilities, and programs with low-cost improvements that elevate participant and spectator experience.
- Expand program-based recreation opportunities across ages and ability levels to support health, wellness, and community connection.
- Grow sports tourism that generates visitor spending and tax revenue, building on the success of Cornerstone Park and related assets.
- Develop partnerships with key allies, including Oktibbeha County, Mississippi State University, and the medical sector, to expand services and impact.
- Create a flexible decision framework through 2035 that helps leaders prioritize projects and accelerate high-value initiatives when outside funding is available.

WHAT WE HEARD AND WHAT THE DATA SHOWS

- Residents and stakeholders prioritized better maintenance and facility quality, along with stronger programming and access.
- Walkability and trails emerged as key quality-of-life priorities that also support wellness, tourism, and community connectivity.
- Demand signals point to meaningful participant bases for court sports, rectangular fields, and diamond sports within the broader region, supporting both community use and tournament potential.

NEAR-TERM FOCUS, YEARS 1 TO 7

The plan prioritizes strengthening what is already working and addressing foundational needs before pursuing capital-intensive projects.

- Protect existing assets. Use consistent daily and preventative maintenance, track work orders, and plan for replacements with a simple, transparent capital renewal approach.
- Improve resident experience. Deliver targeted, low-cost upgrades such as pool repairs, shade, restrooms, seating, lighting, and wayfinding, focusing on high-use locations and equity of access.

EXECUTIVE SUMMARY

- Expand programming. Assess the full program portfolio, grow high-performing offerings, redesign low-performing programs that still meet community needs, and expand inclusive programming and fee support options.
- Strengthen trails and connectivity. Advance walkability and trail implementation, including rails-to-trails readiness, to create a connected system that supports everyday use and community health.
- Grow partnerships and funding readiness. Maintain a ready-to-fund project shelf, pursue capital stacking, and formalize shared-use and cost-sharing partnerships to expand services without overreliance on City funding.
- Pursue CAPRA accreditation. Use the CAPRA pathway to strengthen standards, policies, and performance reporting, and to reinforce credibility for future funding and partnerships.

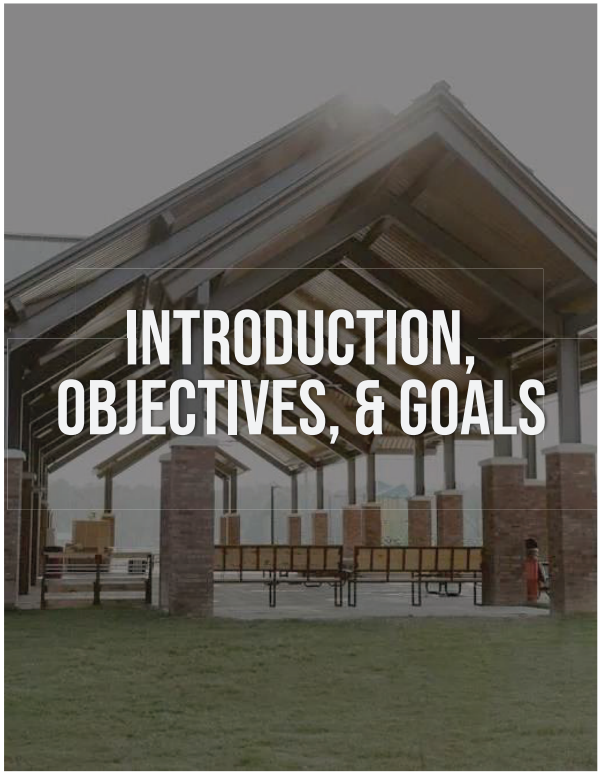
LONG-TERM FACILITY OPTIONS AND PERFORMANCE EXPECTATIONS

To support long-term opportunities, SFA evaluated asset types and developed high-level facility options that may be advanced if market demand and funding align.

Option	Primary Intent	Scale	Order-of-magnitude cost (2025)	Performance expectation (high level)
Indoor sports and special events facility	Year-round indoor sports and events destination	150,000-200,000 SF; 10-14 acres	$60-80M	NOI: $0 to $750K; Direct spending: $30-40M
Outdoor multi-purpose field tournament complex	Expand tournament capacity with flexible synthetic turf	60-75 acres	$36-48M	NOI: -$360K to $240K; Direct spending: $36-48M
Community recreation and wellness center	Expand local recreation and wellness services	75,000-100,000 SF; 6-10 Acres	$50-70M	NOI: $0 to $1,000,000; Direct Spending: $0-5M

DECISION FRAMEWORK FOR 2025 TO 2035

- Use a consistent scorecard to compare opportunities across alignment, demand, community input, sports tourism synergy, cost, operating sustainability, and long-term ownership impacts.
- Apply a fast-track pathway when outside funding or partnerships create a time-sensitive opportunity, while still validating scope, operating plan, and long-term sustainability.
- Publish an annual update that shows what advanced, what is on hold, and why, with simple performance indicators residents can understand.



INTRODUCTION, OBJECTIVES, & GOALS

INTRODUCTION, OBJECTIVES, & GOALS

INTRODUCTION

In January of 2025, Sports Facilities Advisory, LLC (SFA) was engaged by the City of Starkville, Mississippi to develop a 10-Year Recreation Plan that provides current and future elected officials, City staff, and community stakeholders with reliable, achievable initiatives to enhance recreation opportunities and services in Starkville.

To guide the development of the 10-Year Recreation Plan, SFA and City leaders collaborated to develop a streamlined scope of work that achieves each of the City's goals for the plan, process, and results. That scope of work included four phases encompassing 14 steps:

- Phase I: Project Initiation
  - Kick-Off Meeting
  - Market and Recreation Industry Research and Trends
  - Levels of Service and Program Gap Analysis
  - Custom Community Engagement Website
- Phase II: Site Visit and Community Engagement
  - Site Visit with Market and Facility Tours
  - Development Planning Session
  - Stakeholder and User Group Meetings
  - Community Vision Open House
  - Community Survey
- Phase III: Facility Recommendations and Performance Expectations
  - Asset Prioritization Analysis and Recommendations
  - Facility Recommendations
  - Projection of Performance Expectations
- Phase IV: 10-Year Recreation Plan and Presentation
  - 10-Year Recreation Plan
  - Final Presentation

This document details the research, data, findings, and strategic recommendations required to develop an actionable, achievable 10-Year Recreation Plan that will achieve the City's goals while responding to the needs of the community and continuing to elevate Starkville's status as a leading community for sports, recreation, and wellness in the State of Mississippi.

INTRODUCTION, OBJECTIVES, & GOALS

OBJECTIVES OF THE STUDY

Based on SFC's existing operational footprint in Starkville, in response to discussions with City officials, staff, and residents, and reflective of multiple conversations with City leaders about the need for a 10-Year Recreation Plan, SFC developed and confirmed the following objectives for this assessment:

- Develop a 10-year Recreation Plan that provides current and future elected officials and community stakeholders with achievable initiatives to enhance recreation opportunities and services in Starkville.
- Launch a collaborative process that engages City leaders, residents, program partners, local businesses, and current/potential partners to ensure the 10-Year Recreation Plan reflects comprehensive community priorities.
- Provide data-driven insights and recommendations founded in best practices to establish a clear pathway to achieving the desired outcomes of the City and its constituents.
  - Recommendations for the short-term (1-3 year) and mid-term (4-7 year) periods should focus on cost-effective strategies that do not require capital-intensive investments.
  - Recommendations for the long-term (8-10 year) period should utilize current data combined with future-facing trends to identify potential new developments and/or major expansions that would require significant capital investments.
- Create a flexible decision framework that can be utilized through 2035 as conditions, demand, and opportunities shift across the City, the State of Mississippi, and the recreation, sports, and wellness industry.
  - Importantly, the decision framework should support the evaluation of opportunities to fast-track capital-intensive projects when non-City funding mechanisms are identified (e.g., public-private partnerships, grants, state and federal programs, etc.).

SPORTS FACILITIES ADVISORY

INTRODUCTION, OBJECTIVES, & GOALS

GOALS

SFA facilitated multiple meetings and activities to establish and refine the City's short-, mid-, and long-range goals/desired outcomes for any actions recommended within or stemming from the 10-Year Recreation Plan.

SHORT-TERM (1-3 YEAR) GOALS

- Prioritize low-cost investments that maintain current assets (e.g. pool repairs) and/or improve the participant and spectator experience (e.g., shade structures and restrooms).
- Enhance program-based recreation opportunities to maintain and expand the City's reputation as an active and healthy community known for accessibility and service to residents of all ages and abilities.
- Grow Starkville's sports tourism program, generating additional spending from non-local visitors that support local businesses, align with economic development goals, and generate additional tax revenue for the City.

MID-TERM (4-7 YEAR) GOALS

- Develop and execute partnerships with key allies (e.g., Oktibbeha County, Mississippi State University, the medical sector, etc.) to expand recreation, sports, and wellness services and assets.
- Seek CAPRA accreditation, allowing Starkville Parks & Recreation to market itself as meeting national standards for service, accountability, public responsiveness, and continuous improvement.
    - Of note, no Parks & Recreation agencies in the State of Mississippi were CAPRA accredited as of the end of 2025.
- Establish Starkville as one of Mississippi's top communities for recreation, activity, and health.

LONG-TERM (8-10 YEAR) GOALS

- Develop new and/or expand sports and recreation assets to:
    - Meet local (community) demand for places to play and programs to participate.
    - Capitalize on opportunities in sports tourism.
    - Stimulate economic development opportunities (e.g., attracting new businesses, attracting new residents, increasing the City's budget).

SFA recommends that the City continues to identify and consider partnership and funding opportunities on an ongoing basis; if those opportunities create a path to developing new and/or expanding sports and recreation assets in the short- or mid-term future as defined above, SFA recommends completing a detailed financial feasibility study as the first step in determining the viability of the potential development.

SPORTS FACILITIES ADVISORY

SERVICE AREA POPULATION DATA

SFA conducted an in-depth demographic and socioeconomic analysis of the local Starkville market. The goal of this portion of the analysis is to determine baseline conditions for age, income, and spending. This analysis identifies key data points that influence factors such as participation rates, expected demand, and more. As well, the analysis details projected changes to population size, demographics, and socioeconomics over the next five years. This analysis will inform how the service area is expected to change and how those changes will impact participation rates, future demand, and more.

The chart that follows displays some of the key demographic and socioeconomic factors that most influence participation rates, expected demand, and more, as they relate to existing parks and recreation assets in Starkville. SFA derived the incorporated data from best-in-class data sources like Esri ArcGIS and the U.S. Census. Following this, SFA included data that aims to inform community leaders about projected changes to population size, demographics, and socioeconomics in Starkville in the next five years.

CURRENT SERVICE AREA DEMOGRAPHIC AND SOCIOECONOMIC FACTORS

Starkville, Mississippi (2024)	
Category	**Data**
Population	25,576
Median Household Income (U.S. Median: $74,580)	$38,761
Median Household Income % Above/Below Adjusted Cost of Living (Index: 76)	-31.62%
Median Age (U.S. Median: 38.5)	28.5
Total Households	12,049
Spending Rec. Lessons (U.S Avg.: $143)	$83.05

FUTURE SERVICE AREA DEMOGRAPHIC AND SOCIOECONOMIC FACTORS

Starkville, Mississippi (2025-2029)	
Category	**Data**
Five-Year Population Trend	+0.05%
Five-Year Total Household Trend	+2.80%
Five-Year Median Household Income Rate Trend	+15.65%

The current state of Starkville includes serving approximately 25,600 residents. The median household income falls below the adjusted median after accounting for a lower cost of living in the community when compared to the average community in the United States. The median age also sits well below the national median of 38.5. SFA acknowledges that the presence of Mississippi State University in Starkville and the high volume of student residents substantially impacts both of these demographic and socioeconomic factors. The city consists of just over 12,000 total households who spend approximately $83.05 per year on recreational lessons.

SFA expects the community to grow slightly in the next five years, with the total number of households growing at a faster rate. Furthermore, SFA expects the five-year median household income rate to grow, likely tracking inflation rates and increases in the cost of living.

SPORTS FACILITIES ADVISORY

PARTICIPATION RATES

As part of the process of reviewing the current state of sports and recreation in Starkville, SFA analyzed the estimated number of core sport participants in Starkville, in the sub-regional market, and in the region.

SFA calculates sports participation using a blend of national and regional sports participation rates as reported by the National Sporting Goods Association (NSGA) and the Sports and Fitness Industry Association (SFIA). The projections consider only active sports participants who play their respective sport in an organized format a specific number of times per year. The qualifying participation threshold varies by sport and is intended to separate casual participants from core participants; core participants are more likely to pay to visit the facility because they play consistently enough to consider paying for and participating in an organized program on a regular basis.

The following table lists sports and activities that could be accommodated within existing and/or new facility types in Starkville. The table also lists the number of potential participants that could be attracted from the local, sub-regional, and regional marketplaces.

POTENTIAL CORE SPORTS PARTICIPANTS

Sport/Activity	Core Participation Rate	Starkville Participants	Sub-Regional (60 min.) Participants	Regional (240 min.) Participants
Basketball	6.24%	1,596	14,416	568,906
Tennis	4.93%	1,260	11,377	448,989
Soccer	2.79%	714	6,451	254,583
Baseball	2.68%	686	6,193	244,400
Volleyball	2.47%	632	5,710	225,327
Pickleball	2.42%	618	5,580	220,212
Softball	1.93%	495	4,465	176,220
Tackle Football	1.64%	420	3,789	149,511
Skateboarding	1.48%	378	3,413	134,699
Archery	1.41%	361	3,259	128,610
Gymnastics	1.06%	271	2,443	96,396
Martial Arts	1.02%	261	2,354	92,914
Flag Football	1.01%	258	2,330	91,944
BMX	0.94%	241	2,170	85,625
Futsal	0.81%	208	1,880	74,177
Wrestling	0.67%	172	1,549	61,140
Cheerleading	0.60%	154	1,392	54,950
Track & Field	0.59%	151	1,363	53,807
Lacrosse	0.38%	98	887	35,013
Swim Team	0.34%	87	788	31,090
Ultimate Frisbee	0.18%	47	424	16,718
Rugby	0.12%	32	288	11,373

SFA calculates the potential participants by multiplying each sport's core participation rate with each interval population. SFA notes that this calculation does not factor in existing service providers; competitors in the local, sub-regional, and regional marketplaces will impact the capture of participants at Starkville facilities.

PARTICIPATION TRENDS

As a preliminary step in determining the market opportunity for certain sports and recreation services, SFA groups core participation rates and potential participants in the region by asset type. As shown in the charts below, there is a sizable base of potential participants that new indoor court, multi-purpose field, and diamond field assets could capture.

Indoor Court Sport/Activity	Core Participation Rate	Local (30 min.) Participants	Sub-Regional (60 min.) Participants	Regional (240 min.) Participants
Basketball	6.02%	7,666	53,067	747,350
Volleyball	3.04%	3,870	26,787	377,242
Pickleball	1.99%	2,532	17,526	246,824
Gymnastics	1.14%	1,454	10,063	141,715
Martial Arts	1.06%	1,350	9,346	131,621
Futsal	0.77%	979	6,779	95,477
Cheerleading	0.73%	932	6,455	90,907
Wrestling	0.63%	798	5,525	77,804
Total	15.39%	19,581	135,547	1,908,941

Grouping court sports together, court-based assets in Starkville, MS could serve approximately 15.39 percent of the regional population, totaling over 1.9 million players of various indoor sports listed above.

Multi-Purpose Field Sport/Activity	Core Participation Rate	Local (30 min.) Participants	Sub-Regional (60 min.) Participants	Regional (240 min.) Participants
Soccer	3.40%	4,322	29,921	421,388
Tackle Football	1.77%	2,258	15,631	220,130
Flag Football	1.20%	1,527	10,571	148,878
Lacrosse	0.44%	555	3,843	54,127
Ultimate Frisbee	0.23%	293	2,030	28,590
Rugby	0.13%	170	1,177	16,569
Total	6.94%	8,833	61,143	861,091

Grouping multi-purpose field sports together, rectangular fields in Starkville, MS could serve approximately 6.94 percent of the regional population, totaling over 861,000 players of the various multi-purpose field sports listed above.

Diamond Field Sport/Activity	Core Participation Rate	Local (30 min.) Participants	Sub-Regional (60 min.) Participants	Regional (240 min.) Participants
Baseball	3.05%	3,877	26,836	377,936
Softball	2.43%	3,096	21,431	301,812
Total	5.48%	6,972	48,266	679,748

Grouping diamond field sports together, diamond fields in Starkville, MS could serve approximately 5.48 percent of the regional population, totaling over 679,000 baseball and softball players.

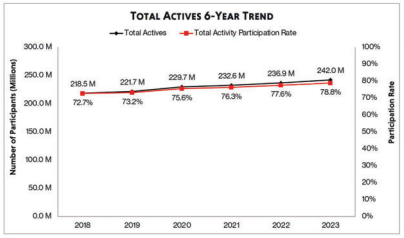
INDUSTRY TRENDS

SFA reviewed historic and analyzed future changes within the recreation, sports, and wellness industries. This section details that analysis and identifies key factors that SFA will consider when establishing the 10-Year Recreation Plan. SFA has presented trends in the recreation, sports, and wellness industries, generally, followed by sports tourism industry trends across the country and in the Southeast.

RECREATION, SPORTS, AND WELLNESS TRENDS

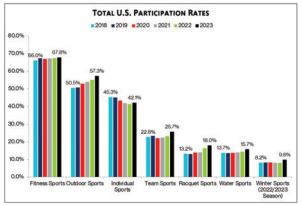
As the cultural, demographic, socioeconomic, and technological makeup of the country changes, so to do trends in recreation, sports, and wellness across the United States. Based on SFA's pre-development advisory work completed on an annual basis, the real-world operating experience and insights of SFA's management partner, Sports Facilities Management (SFM), and research conducted throughout this study utilizing industry-standard sources, SFA has identified various ongoing trends taking place that will likely influence recreation, sport, and wellness for the next 10 years. Many of these trends relate to sports participation, while other trends relate to the influence of technology on recreation and sport, and the reassessing of priorities and desired activity types at an individual and societal level.

Based on industry data from the SFIA, more Americans, by volume (242 million people) and by percentage (78.8%), are participating in sports and recreation activities at least once on an annual basis. Five million more Americans participated in sports and recreation activities in 2023 than the year before. This year-over-year trend has remained constant for the previous 10 years and SFA would expect this trend to continue. More core participants participated in their sport of choice in 2023 compared to the previous year, as well, signaling a desire of current participants to participate more or new participants to jump in, participating more actively in a sport or recreation activity. However slight the change, SFA expects a steady increase in activity levels. Increased activity levels signals an increased demand for spaces to recreate and participate in sports, whether through existing facilities or new facilities to match current demand and plan for future demand. The graph below, created by the SFIA, illustrates the trend in number of participants and total activity participation rate over the six previous years studied to date.

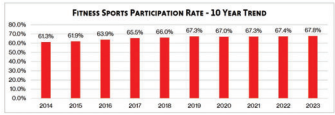


INDUSTRY TRENDS

Through the SFIA, SFA has also reviewed the total U.S. participation rates for various activities including fitness sports, outdoor sports, individual sports, team sports, racquet sports, water sports, and winter sports.



As noted above and supplemented in the image produced by the SFIA shown below, fitness sports have experienced moderate growth over the last six years and more noticeable growth in the last 10 years. SFA expects this trend to continue as fitness sports have generally lower associated barriers to entry like cost, skill level, or accessibility.



On the other hand, total individual sports participation rates have decreased over the last 10 years, sparked by a more notable but continuing trend of less participation amidst the coronavirus pandemic (2020-2022). Participation in individual sports peaked in 2015 and did not experience a single positive change year-over-year until 2023. SFA expects these rates to increase to pre-pandemic levels in time. Team sports participation faced a similar decrease during the pandemic period, but rebounded quicker and higher to the highest level in 10 years. SFA expects this to continue to grow through sport-specific team sport trends as explained subsequently.

INDUSTRY TRENDS

Recreation, Sports, and Wellness Trends (Continued)

Team sports make up the fastest growing sport types, as well as outdoor sports, generally, and racquet sports. Team sports and outdoor sports generally require dedicated facility types to accommodate regular programming to support expected demand. Swimming on a Team experienced a 14.8% increase in participation year-over-year, participation in indoor volleyball grew by 13.4% year-over-year, while team fast-pitch softball has also experienced notable growth.

As mentioned previously, racquet sports have benefitted from a dramatic increase in participation over the last decade, up to the highest level experienced in the last decade and over a percent and a half higher than the next highest year. This can largely be attributed to the popularity of pickleball. According to the SFIA, pickleball is the fastest-growing sport in the U.S., with a 51.8% one-year growth increase and a 223.5% increase over the last three years.

Since participation rates for fitness sports remain the highest amongst other sports categories, SFA has provided insights into trends specific to fitness and wellness.

After understanding national programmatic trends among core participants, SFA used survey data from the American College of Sports Medicine (AMCS) Health & Fitness Journal to understand the industry's top fitness program trends. The top fitness trends AMSC identified include the following:

- Wearable Technology
- Home Exercise Gyms
- Outdoor Activities
- High-Intensity Interval Training (HIIT)
- Body Weight Training
- Online Live and On-Demand Exercise Classes

Many of the activities above include self-directed or self-paced programs, suggesting active individuals want more flexibility in program options. Some fitness activities like High-Intensity Interval Training or Body Weight Training can be completed at home, while parks and recreation facilities can also offer programs aligned with these trends through group instruction led by parks and recreation staffers, by providing rentable spaces to sanctioned third-party trainers, or by offering flexible public spaces free to use for residents during operating hours.

Parks and Recreation departments across the country already supervise and maintain facilities like sheltered pavilions, small event lawns, multi-purpose rooms, gymnasiums, among others, for residents. Finding creative and flexible uses for existing and new spaces will help serve changing trends in resident activity interests, satisfy those wants, and avoid perpetual development of costly facilities that lack long-term interest or financial sustainability.

SPORTS TOURISM INDUSTRY TRENDS

Starkville offers numerous parks and recreation assets that currently drive non-local visitation to the community through sports tourism that generates economic impact, in addition to providing high-quality local recreation spaces. Accordingly, SFA has provided insights related to the sports tourism industry. Sports tourism helps to drive economic impact and non-local spending in the market, benefitting the entire community, including those who may never utilize the facility itself.

GENERAL OVERVIEW

According to survey data collected by the Sports Events & Tourism Association (Sports ETA) published in its most recent "State of the Industry Report" in April of 2024, the sports tourism industry continues to grow and be an impactful part of life in the United States:

- In 2023, nearly 205 million people traveled to a sports tournament or event, setting a new all-time high for annual travelers.
- In 2023, there was approximately $52.2 billion spent on travel for sports related tournaments and events.
  - $13.5 billion was spent on transportation.
  - $10.9 billion was spent on lodging and accommodations.
  - $9.7 billion was spent on food, beverage, and dining.
  - $6.9 billion was spent on recreation/entertainment.
  - $6.5 billion was spent on retail.
  - $4.7 billion was spent on tournament operations.
- Year-over-year total spending increased by 11 percent to exceed pre-pandemic spending levels by approximately $7.1 billion.
- In 2023, spending related to travel sports tournaments and events resulted in approximately 757,600 jobs generated in total, with 63 percent of markets reporting that sports was the leading generator of room nights, and sports tourism leading to $20.1 billion in generated tax revenues.

INDUSTRY GROWTH

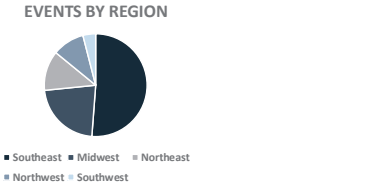
The sustained growth in the youth and amateur sports tourism industry over the last 15+ years is one of the most compelling reasons to consider sports tourism as a reliable, attractive industry. In fact, sports tourism is the only segment of the tourism industry that did not decline in any quarter of the Great Recession, allowing it to be considered "recession resistant" and therefore of increased interest to communities across the country.

SPORTS TOURISM INDUSTRY INSIGHTS

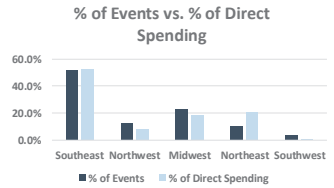
EVENTS AND SPENDING BY REGION

In addition to overall growth, Sports ETA research breaks down youth and amateur sports tourism spending by region to demonstrate where activity has taken place.

The chart that follows shows the distribution of events across five regions of the United States.



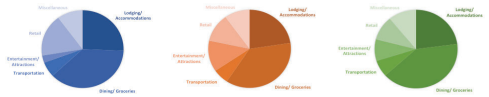
The chart that follows demonstrates the percent of events and direct spending occurring in each region of the United States, with approximately 51 percent of events, and 53 percent of direct spending taking place in the Southeast.



AVERAGE EXPENDITURES

Based on data from hundreds of events, SFA analyzed how individuals and families typically spend when traveling for youth and amateur sports events by type of destination. The graphs that follow demonstrate the average individual spending per day and family spending per weekend for travelers attending events in standard and tourism destination markets. A standard market is categorized as a location that does not have a significant, established tourism industry while a tourism destination is defined as a location that generates significant activity through tourism outside of youth and amateur sports.

SPORTS TOURISM INDUSTRY INSIGHTS



Standard Market
$110.37/Person/Day
$883/Family/Weekend

Tourism – Off-Peak
$150.58/Person/Day
$1,205/Family/Weekend

Tourism - Peak
$185.82/Person/Day
$1,487/Family/Weekend

As demonstrated in a standard market, families currently spend approximately $883 per weekend of travel for youth and amateur sports tournaments and events.

DESTINATION FACTORS

To capitalize on the opportunities created by youth and amateur sports tourism activities as described above, SFA highlights several destination factors that are important in the industry today.

- **High Quality, Large Facilities and Assets**
  - The success of youth and amateur sports tourism starts with facilities. With the proliferation of competitive destination facilities, amenity quality is increasingly important as well as the number of spaces available to host teams, participants, and spectators. Additionally, supporting amenities like food and beverage services, entertainment options, etc. create a competitive advantage for facilities that feature them.
- **Variety of Lodging, Dining, and Entertainment Options**
  - Outside of the facility, decisions related to events to attend are often made in part on the lodging, dining, and entertainments options in the market. For players and teams traveling regularly, having known brands and affordable options to choose from is often important. For players and teams traveling infrequently or for families opting to create a vacation around a tournament, having unique and exciting lodging, dining, and entertainment is critical.
- **Desirable Competition**
  - One of the primary reasons to travel for tournaments and events is to compete against unfamiliar teams. Tournaments that feature a mix of teams from a large geographic range and have a well-defined competitive level structure are best able to draw teams and to bring them back year after year.
- **Affordability**
  - Affordability continues to be a top concern of coaches, parents, and participants as they decide which events to attend and how many times to travel. The increase in number of competitive events and the expansion of traditional seasons has created a need to be cost conscious when selecting events.
- **Reputation of the Destination**
  - Establishing and maintaining a reputation as a great place to visit is a critical factor for attracting and retaining events and participants.

SPORTS TOURISM INDUSTRY INSIGHTS

OPERATIONAL SUCCESS FACTORS

To capitalize on the opportunities created by youth and amateur sports tourism activities as described above, SFA highlights several operational success factors that are important in the industry today.

- **Program-Driven Design**
  - In today's climate where new special-purpose sports tourism facilities are being opened regularly across the country, facilities must be built for and operated to create a best-in-class experience for visitors. To successfully attract, host, and retain events and participants, the facility must have been designed with event operations and participant satisfaction in mind.
- **Dedicated Marketing and Business Development Personnel and Budget**
  - With so many communities and facilities seeking to capture a portion of the sports tourism industry, it is imperative to dedicate people and money to marketing and selling opportunities. While the recommended organization structure and budget varies significantly from location to location, all successful destinations have some level of dedicated personnel and money available to secure business.
- **Dedicated Management**
  - Similar to dedicated resources to selling the facility, successful venues have a dedicated and specialized management team to ensure the investment into the facility is protected and the reputation within the industry is built and maintained.
- **Collaboration**
  - The youth and amateur sports tourism industry consists of a variety of existing destinations and events across activities, levels of competition, governing bodies, rules of play, etc. The increasingly mature industry now features an environment in which it is often difficult to build new events and attract visitors to events that are not already established. This necessitates collaboration with tournament and events rights holders to attract existing events, working with existing facilities to grow events that demand greater capacity, and maximizing visitation and economic impact during early years of operations.
- **Owner, Member, and Community Buy-In**
  - Sustainable facilities often feature a balance of tournaments/events and local leagues, camps, clinics, etc. To set expectations for how an optimal balance is achieved and to execute on a well-rounded, sustainable business plan, the facility must educate all stakeholders and communicate the purpose as well as the schedule for tournaments and events on a regular and ongoing basis.

LEVELS OF SERVICE & PROGRAM GAPS

SPORTS FACILITIES ADVISORY

EXISTING ASSET INVENTORY

Starkville Parks and Recreation currently offers 10 parks and recreation facilities, including indoor and outdoor amenities. This section outlines the inventory of recreation assets currently offered in Starkville, as well as the programs and services historically programmed at those facilities. For the sake of this review, the list below excludes non-recreation/leisure amenities. However, it is important to note that almost all facilities in the matrix below offer non-recreation and leisure amenities like dog parks, picnic areas, and pavilions that positively impact the quality of life of Starkville residents and enhance visitor experience.

Facilities	Assets	Programs
Cornerstone Sports Complex	12 Diamond Fields, Playground, Walking Trails, Batting Cages, and Open Space	Youth Baseball League (Varying Ages), Youth Softball League (Varying Ages), Adult Softball League, Baseball/Softball Tournaments, and more
George Evans Park	1 1/2 Basketball Courts and Playground	
JL King Senior Memorial Park	Splash Pad, Playground, Softball Diamond Field, Rectangular Field, Trails, 2 Outdoor Basketball Courts, and Disc Golf Course	Flexible Programming (Supporting Existing Leagues)
Josey Park	Playground	
McKee Park	Splash Pad, Playgrounds, Pickleball Courts, Basketball Court, Jogging and Walking Track, and Open Space	Youth Baseball League (Varying Ages), Youth Softball League (Varying Ages), Adult Softball League, and more
Moncrief Park	Outdoor Pool and Playground	
Needmore Center	Community Center	
Patriot Park	Playground	
Starkville Sportsplex	8 Diamond Fields, 6 Full Multi-Purpose Fields, Playground, and Trails	Fall and Spring Recreation Soccer (Plus), Youth Soccer League (Varying Ages), Youth Baseball League (Varying Ages), Youth Softball League (Varying Ages), Adult Softball League, Youth Flag Football League (Varying Ages), and more
Travis Outlaw Center	Recreation Center with 2 Basketball Courts and Walking Track	Youth Basketball League (Varying Ages)

SPORTS FACILITIES ADVISORY

LEVELS OF SERVICE ANALYSIS

As a part of the scope of work, SFA completed a facilities gap analysis in order to determine gaps in parks and recreation assets within Starkville. The goal of the facilities gap analysis is to provide the Client with sufficient data to determine the assets that need to be developed in order to align Starkville's recreation offerings with peer communities nationwide. The information in the chart below was developed in concert with the City's project team and analyzed alongside data from the National Recreation and Parks Association's (NRPA) 2024 Agency Performance Review. The NRPA data provides communities with benchmarks of various parks and recreation assets in comparison to peer communities of the same or similar size across the country.

The charts below summarize the location, types of assets, the number of asset(s) Starkville currently offers at each location.

Type of Asset	Cornerstone	McKee	George Evans/Needmore	Sportsplex/Outlaw	Moncrief
Parks	1	1	1	1	1
Leisure Pool (Indoor)					
Senior Center					
Community Center			1	1	
Recreation Center				1	
Multi-Purpose Fields (All Sizes)				6	
Skate Park					
Playground	1	2	1		1
Diamond Fields (All Sizes)	12			8	
Basketball Courts (Outdoor)		1	1.5		
Pickleball (Outdoor)		12			
Tennis Courts (Outdoor)					
Dog Park		1			1
Outdoor Pool					1
Splash Pad		1			
Indoor Multi-Use Courts (Basketball, Volleyball, etc)				2	
Walking Loop/Running Track/Trails	1			2	

Type of Asset	JL King	Patriots	Fire Station	Josey	School District
Parks	1	1	1	1	2
Leisure Pool (Indoor)					
Senior Center					
Community Center					
Recreation Center					
Multi-Purpose Fields (All Sizes)	1				
Skate Park					
Playground	1	1		1	2
Diamond Fields (All Sizes)	1				
Basketball Courts (Outdoor)	2				
Pickleball (Outdoor)	4				
Tennis Courts (Outdoor)	1				9
Dog Park					
Outdoor Pool					
Splash Pad	1				
Indoor Multi-Use Courts (Basketball, Volleyball, etc)					
Walking Loop/Running Track/Trails	1		1		

SPORTS FACILITIES ADVISORY

LEVELS OF SERVICE ANALYSIS

The chart below reflects the type of facility, total number of assets currently owned by the City, the number each asset type needed based on population according to NRPA's Agency Performance Review, and the number of facilities needed to fill the gap, if one exists. For ease of reference, the assets in a deficit are highlighted in red for ease of reference; the assets the assets reflecting a surplus are emphasized in green.

Type of Asset	Total	Starkville, MS: Est. Population (2023)	2024 NRPA Benchmark: Resident per Asset	2024 NRPA Benchmark Asset Count	Gap/Surplus
Parks	11	25,576	2,062	12.40	-1
Leisure Pool (Indoor)	0	25,576	32,812	0.78	-1
Senior Center	0	25,576	31,985	0.80	-1
Community Center	2	25,576	27,858	0.92	1
Recreation Center	1	25,576	24,486	1.04	0
Multi-Purpose Fields (All Sizes)	7	25,576	3,333	7.67	-1
Skate Park	0	25,576	33,167	0.77	-1
Playground	10	25,576	3,105	8.24	2
Diamond Fields (All Sizes)	21	25,576	3,007	8.51	12
Basketball Courts (Outdoor)	4.5	25,576	7,501	3.41	1
Pickleball (Outdoor)	16	25,576	7,737	3.31	13
Tennis Courts (Outdoor)	10	25,576	5,461	4.68	5
Dog Park	2	25,576	27,508	0.93	1
Outdoor Pool	1	25,576	27,081	0.94	0
Splash Pad	2	25,576	30,629	0.84	1
Indoor Multi-Use Courts (Basketball, Volleyball, etc)	2	25,576	14,577	1.75	0
Driving Range Stations	0	25,576	12,700	2.01	-2
Performance Amphitheaters	0	25,576	32,255	0.79	-1
Walking Loop/Running Track/Trails	5	25,576	32,619	0.78	4

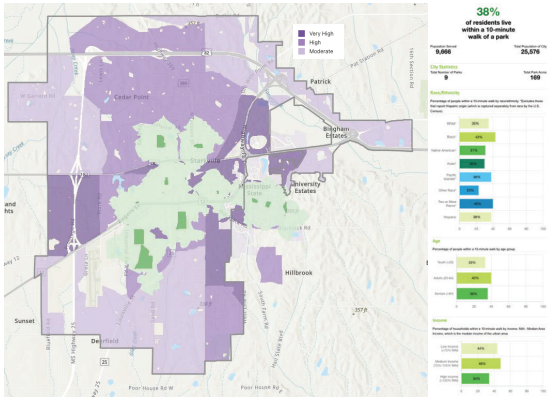
As shown above, the gap analysis demonstrates asset deficits in the following facility types when compared to similar sized communities:

- Leisure Pool (Indoor)
- Senior Center
- Multi-Purpose Fields
- Skate Park
- Driving Range Stations
- Performance Amphitheater

It should be noted that a gap in an asset type does not independently justify the development of that asset; it is one critical factor that must be considered within a full assessment of demand, opportunity, and impact.

COMMUNITY ACCESS

Decision Point for the Starkville Team: use SFA's access process (key information shown below) or integrate the City planning tools.



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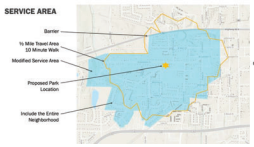
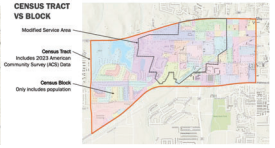
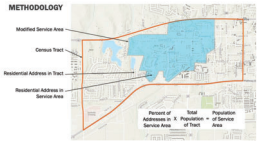






	Existing Parks						School Parks			Proposed Parks	
	A-Bing Park	Mckee Park	Moncrief Park	Patricia L. Park	George Evans Park	Jimmy Park	Hunnicutt Park	Armstrong Park	Lubbuh Park	Garrard Road Park	Greenbriar Park	Pheasant Acre Park
Adjusted Total Population	2036	1503	1816	1443	4047	1805	1772	1716	2040	1535	980	1688
Adjusted for Overlap	2036	1503	1816	1259	4047	1128	928	928	769	1229	980	1688
Park area in acreage	28.9	21.43	7.68	0.9	2.43	0.51	2.38	1.15	6.62	1.04	1	0.75
Population 17 Years and Under	439	425	384	261	1242	247	343	343	443	332	423	262
Population 18 Years to 34 Years	572	711	672	500	1850	458	1076	698	754	568	522	860
Population 60 Years and Over	310	66	256	241	124	243	348	279	288	241	103	144
Population with a disability	184	103	148	273	340	248	234	331	362	130	98	164
Population with a hearing difficulty	7	13	34	49	20	40	40	52	46	26	14	26
Population with a vision difficulty	19	13	20	77	75	78	61	68	26	26	11	18
Population 5 years and over with a cognitive difficulty	82	69	20	128	197	138	118	112	23	91	38	67
Population 5 years and over with an ambulatory difficulty	130	51	112	178	162	158	116	203	132	88	31	62
Owner-Occupied Housing Units	106	101	76	67	348	64	52	78	84	42	36	62
Renter-Occupied Housing Units	394	612	493	469	1046	371	474	496	558	422	348	370
Median Household Income	$38,560	$27,143	$46,120	$38,960	$47,946	$38,960	$26,109	$38,960	$46,084	$47,960	$50,521	$40,686
Population 25 Years and Over whose Highest Education Completed is Less Than High School	182	58	130	52	38	47	39	42	146	108	20	42
Population 25 Years and Over whose Highest Education Completed is High School (includes equivalency)	488	144	264	182	112	162	130	234	294	234	84	98
Population 25 Years and Over whose Highest Education Completed is Some College	119	219	58	127	207	132	120	151	64	68	19	68
Population 25 Years and Over whose Highest Education Completed is Associate's Degree.*	140	56	62	46	79	44	45	67	73	50	46	33
Population 25 Years and Over whose Highest Education Completed is Bachelor's Degree or Higher	452	304	564	446	439	469	357	529	610	474	266	478
Households with no vehicle available	86	13	66	64	126	68	64	84	68	68	0	0
Households with 1 vehicle available	83	54	93	43	153	58	53	84	93	47	0	0

PROGRAM GAPS ANALYSIS

As a part of the scope of work, SFA completed a program gap analysis and determine gaps in organized sports/active recreation programs within Starkville. The goal of the program gap analysis is to provide the Client with easy-to-view information to determine which key (standard) programs are currently offered and new programs that could be offered. New programs can provide additional revenue streams for the budget and offer residents new opportunities to improve their physical and mental health, as well as their quality of life, sense of community, and satisfaction with Starkville's recreation offerings.

The information in the tables below was developed in concert with the City's project team and analyzed alongside data compiled by SFA. The data shows the sport (segmented by youth and adult), the provider of activities in that sport/program in Starkville, the program format, the program location (indoor or outdoor), and whether or not the program requires fees for participation. SFA has marked items with an 'X' symbol when that program was identified in Starkville and based on either Client-provided data or independent research for each relevant facility type: courts, aquatics, diamond fields, multi-purpose fields, racquet sport courts, ice, and track and field.

Activity	Provider			Program Formats						Location		Fees	
	City of Starkville	Contractor/Private	County	Clinics/ Workshops	Leagues	Camps	Clubs	Special Events/Tournams		Indoor	Outdoor	Fees Charged	Free to Everyone
Courts													
Adult Basketball	X				X					X		X	
Adult Futsal													
Adult Pickleball		X						X			X	X	
Adult Volleyball													
Youth Cheerleading and Dance		X		X	X	X	X	X		X		X	
Youth Basketball	X	X		X	X	X				X		X	
Youth Futsal													
Youth Gymnastics		X		X	X	X	X	X		X		X	
Youth Pickleball		X						X			X	X	
Youth Volleyball		X		X		X	X			X		X	
Youth Wrestling		X		X			X	X		X		X	
Aquatics													
Adult Swimming	X										X		
Youth Swimming		X				X	X	X			X	X	
Diamond Fields													
Adult Baseball													
Adult Kickball		X						X				X	
Adult Softball	X				X						X	X	
Youth Baseball	X	X		X	X	X		X		X	X	X	
Youth Kickball	X				X						X	X	
Youth Softball	X	X		X	X	X				X	X	X	

PROGRAM GAPS ANALYSIS

Activity	Provider			Program Formats						Location		Fees	
	City of Starkville	Contractor/Private	County	Clinics/ Workshops	Leagues	Camps	Clubs	Special Events/Tournams		Indoor	Outdoor	Fees Charged	Free to Everyone
Multi-Purpose Fields													
Adult Flag Football		X						X			X	X	
Adult Rugby		X					X				X	X	
Adult Soccer	X	X			X		X				X	X	X
Adult Ultimate Frisbee		X					X				X	X	
Youth Flag Football	X				X						X	X	
Youth Lacrosse													
Youth Rugby													
Youth Soccer	X	X		X	X	X	X	X		X	X	X	
Youth Ultimate Frisbee													
Racquet Sport Courts													
Youth Tennis		X		X		X		X			X	X	
Youth Pickleball		X									X	X	
Adult Pickleball		X						X			X	X	
Adult Tennis		X		X			X					X	
Ice													
Youth Hockey													
Youth Ice Skating													
Adult Hockey													
Adult Ice Skating													
Track and Field													
Youth Track and Field	X	X			X	X	X				X	X	

Based on the program gap analysis, the majority of key (standard) organized sports/active recreation programs are available to Starkville residents as offered by the City and contractor/private program providers. There are exceptions to this statement based on two conditions:

- The program could be offered on existing assets but is not currently (e.g., youth lacrosse, youth rugby, and youth ultimate frisbee, all of which could be offered on the City's multi-purpose fields).

Based on the information in this section and the combination of other research, interactions, and analyses led by SFA, there are no missing high-demand organized sports/active recreation programs in Starkville. That is not to state that there is no demand, nor that there will not be future demand. However, at the time of the assessment SFA's analysis yields two recommendations:

- Expanding opportunities for self-organized and/or individual recreation activities (e.g., skating, walking/running/bicycling, etc.) should be an area of future focus.
- Ongoing efforts should be made to assess demand for future organized sports/active recreation programs.

STAKEHOLDER AND COMMUNITY INPUT

In partnership with the City of Starkville, SFA conducted various in-person and online engagement sessions with stakeholders and user groups to discuss comments and feedback on recreation facilities in the community. These sessions included various focused meetings and a larger Community Open House to understand the vision for parks and recreation from Starkville residents in attendance. Stakeholders, partners, and potential user groups contributed to SFA's understanding of the needs, desires, opportunities and challenges of existing and potential recreation facilities and programs in Starkville.

Groups represented at these sessions included but are not limited to:

- Mayor of Starkville
- Various Aldermen of Starkville
- City of Starkville Planning Department
- Starkville Parks and Recreation
- Greater Starkville Development Partnership, Visit Starkville, and Starkville Area Chamber of Commerce, through representatives of "The Partnership"
- Starkville Little League
- Starkville Youth Softball
- Starkville Christian School
- Starkville Arts Council
- DD Consulting
- Various coaches, parents, adult recreation participants, youth and adolescent recreation participants, and residents of Starkville

SFA's discussions with the groups listed above focused on community priorities, maintenance priorities, and user group wants and needs for the future of recreation in Starkville. Various individuals emphasized the need for improved maintenance of existing facilities and enhanced program offerings at those facilities. These individuals vocalized prioritizing community access and local-focused programming for existing organizations while balancing their interest in promoting tourism to and hosting events in Starkville, citing Cornerstone Sports Complex as a success story for economic development in the community. Additional points noted included concerns for walkability and ease of resident access to new and existing facilities, yield and scheduling management, especially for indoor court space, and the concern of player experience across natural grass field assets at the Starkville Sportsplex. Related to potential new facilities, a significant number of Starkville residents attended the in-person Community Open House event and voiced their interest and support for the development of a skatepark in Starkville. Programmatically, residents expressed a strong desire for improved delivery of services across ages and ability levels. Across all stakeholder groups, a unified vision exists for high-quality facilities that balances community recreation with revenue generation to sustain operations, also keeping in mind an interest in sports tourism, the coinciding economic development that comes with facilities of that size, while finally considering the cost to develop and maintain those assets.

In addition to the aforementioned community engagement sessions and Community Open House summarized above, SFA also produced a community engagement website that hosted a survey to gauge the sentiment of Starkville residents related to the future of recreation in Starkville.

WEBSITE INTERACTIONS AND SURVEY RESULTS

SUMMARY

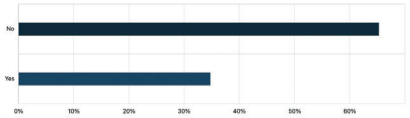
In partnership with the City of Starkville, SFA developed a custom, multilingual community engagement website and online survey to receive input on the future of recreation in Starkville. SFA updated the community engagement website throughout the development of this 10-year recreation plan and included elements related to project background, project timeline, the community survey, quick polls, and more. The website received over 1,300 views and 930 unique visitors during the period in which the survey was live, beginning March 11th, 2025 Between 190 to 284 individuals interacted with the quick poll questions, the activity 'fund it' question, and the full survey.

Key findings from the quick poll, survey, and 'fund it' response question include the following, integrating the question asked and insights related to the answers:

Quick Poll:

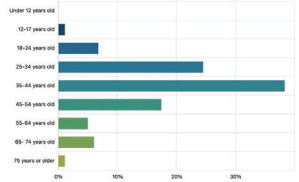
Do you believe the City of Starkville offers adequate sports and recreation amenities?

- 65.26% of participants voted 'No'



Survey:

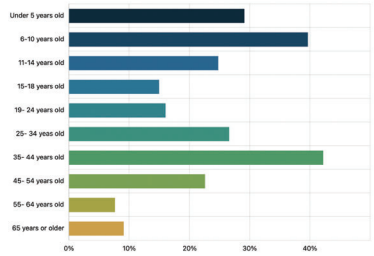
Questions 1 through 6 asked about basic demographic information and household statistics. 90.85% of survey takers responded that they were residents of Starkville. 95.39% of survey takers responded that they were residents of Oktibbeha County. 93.66% of survey takers responded that they were not students at Mississippi State University. The age group with the highest percentage of the survey respondent was between 35-44 years old (38.30%), followed by 25-34 years old (24.47%), and 45-54 years old (17.38%).



WEBSITE INTERACTIONS AND SURVEY RESULTS

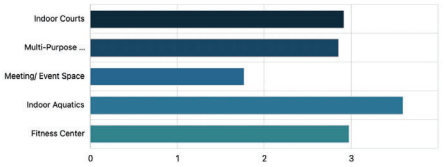
Survey (Continued):

Question 6 asked respondents about the age range(s) of people currently living in their household. The age group with the highest percentage was between 35-44 years old (42.18%), followed by 6-10 years old (39.64%), and under 5 years old (29.09%).



Question 7 asked "Please rank how important the following indoor sports and recreation assets are to you."

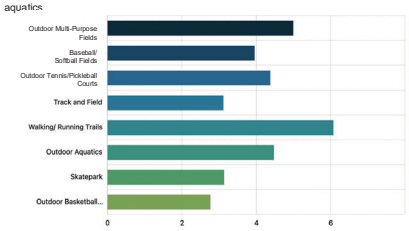
- The highest-ranked asset was indoor aquatics, followed by fitness center and indoor courts.



WEBSITE INTERACTIONS AND SURVEY RESULTS

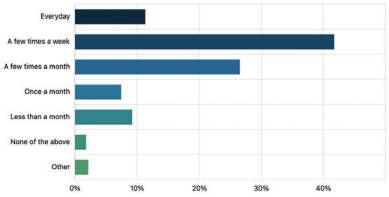
Survey (Continued):
Question 8 asked "Please rank how important the following outdoor sports and recreation assets are to you".

- The highest asset was walking/running trails, followed by outdoor multi-purpose fields and outdoor aquatics



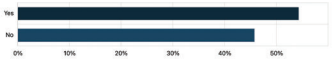
Question 9 asked "How frequently do you or does someone in your household use/visit a sports and recreation asset run by Starkville Parks and Recreation?"

- Most respondents selected a few times a week, followed by a few times a month and everyday.

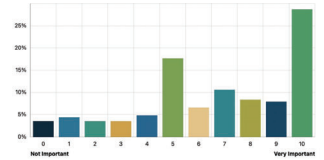


WEBSITE INTERACTIONS AND SURVEY RESULTS

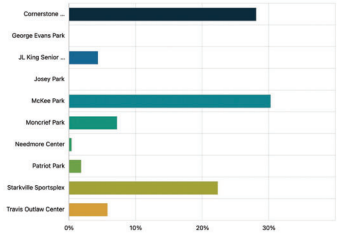
Survey (Continued):
Question 10 asked "Do you or does a member of your household participate in a league and/or program provided by Starkville Parks and Recreation?" 54.22% of respondents marked that they participate in a league and/or program provided by Starkville Parks and Recreation.



Question 11 asked survey takers "How important is it to have a park within walking distance from your household?" Survey takers most often marked a "10" or "Very Important", followed by a "5" or "Important". The average response score was a 6.71, with the mean score equaling 7, suggesting the importance of park walkability for survey takers.

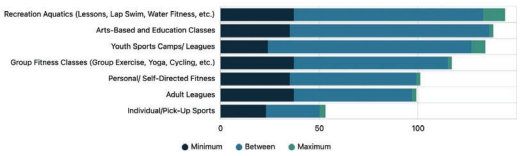


Question 12 asked survey takers "Which park do you visit most?" Survey takers most often visited McKee Park, followed by Cornerstone Sports Complex and Starkville Sportsplex.



WEBSITE INTERACTIONS AND SURVEY RESULTS

Fund It:
Survey takers were each asked to allocate between one and 10 points to various recreation activities, serving as their vote or funding choice for preferred program options. When asked what types of activities respondents would most like to see at new or existing facilities, recreation aquatics received the largest amount of individual "funding" responses, or the most selections with point allocations from survey takers, while also receiving the most maximum point allocations. This means that recreation aquatics was the answer choice that most often received all of a survey taker's potential point allocation. Following recreation aquatics, arts-based and education classes received the second-largest volume of point allocations, with youth sports camps/leagues receiving the third-highest total allocation of points, but the second-highest maximum allocation volume.



ACTION PLAN

Starkville's parks, recreation, and sports tourism assets deliver meaningful value for residents and visitors. The City's outsourced provider, Sports Facilities Companies (SFC), plays a central role in day-to-day service delivery, facility and program management, expanding access, and driving visitation and spending through sports tourism, including at Cornerstone. This action plan and the associated decision framework translate the 10-Year Recreation Plan goals into clear, repeatable steps that protect existing assets, improve the user experience, grow partnerships and funding capacity, and support confident decision-making through 2035.

SHORT-TERM ACTION PLAN (YEARS 1 TO 3)

Primary focus: maintain assets, deliver visible quality improvements with low-cost investments, strengthen programs and marketing, and increase sports tourism performance through consistent operations and business development.

It should be noted that many elements of the short-term action plan are considered SFC operational best practices and as such are already in place.

A. MAINTAIN ASSETS AND IMPROVE QUALITY

- Standardize daily and weekly maintenance using consistent inspection checklists for restrooms, park grounds, playgrounds, fields, courts, buildings, and parking areas.
- Set service targets and track performance, including work order response time, completion time by priority level, and on-time completion of cleanliness and safety checks.
- Expand preventative maintenance with a calendar for major systems and recurring needs, including buildings and building systems, pool systems, irrigation, lighting, vehicles, field equipment, and playground inspections.
- Implement a repair-first capital approach focused on low-cost, high-impact upgrades that improve the participant and spectator experience, including pool repairs where feasible, restroom upgrades, shade structures, seating, wayfinding, and ADA improvements.
- Maintain a rolling three-year capital plan that separates near-term repairs and replacements, medium-term renewals, and known future replacements by asset type.
- Use technology to strengthen operations through a maintenance and work order system that supports work order intake and tracking, preventative maintenance scheduling, asset inventory and condition ratings, and reporting for leadership and the public.
- Use mobile inspections so field and facility checks occur consistently and are documented.

Maintenance Operating System

Component	What it includes	Output
Daily standards	Cleaning and safety checks by facility type	Consistent visitor experience
Preventative maintenance	Scheduled tasks by asset and system	Fewer breakdowns and emergencies
Work orders	Intake, prioritization, assignment, closeout	Faster response and transparency
Asset inventory	Condition ratings and lifecycle tracking	Better capital planning
Performance reporting	Monthly dashboard and quarterly summary	Clear accountability

ACTION PLAN

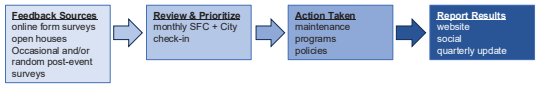
B. IMPROVE PROGRAMS, PARTICIPATION, AND ACCESS

- Conduct a program portfolio review using consistent measures, including participation trends, cost to deliver, asset utilization, access and affordability, and resident satisfaction feedback.
- Make clear decisions to expand high-performing programs, redesign programs that underperform but meet a need, and pause or replace programs that do not align with goals.
- Strengthen aquatics programming where feasible, including lessons, safety education, and scheduled windows for family and lap swim.
- Add low-capital programs that broaden participation, including arts and education offerings and health and wellness programs tied to parks and trails.
- Expand inclusive programming across ages and ability levels, including adaptive options and clear communication about accessibility features and accommodations.
- Improve affordability and access with clear scholarship and fee support options and a mix of free, low-cost, and fee-based programs, while promoting local scholarship programs.

C. MARKETING, BRANDING, AND COMMUNITY FEEDBACK

- Build an annual marketing calendar that standardizes seasonal promotions, registration timelines, and messaging for programs, facility updates, and trail activation.
- Use consistent branding across parks, programs, and Cornerstone Park so the system feels unified and easy to navigate.
- Keep community feedback ongoing through quarterly pulse surveys, an annual open house, and an always-available online feedback form.
- Report back with simple updates that show what was heard and what actions were taken.

Resident Feedback Loop



D. WALKABILITY, TRAILS, AND RAILS-TO-TRAILS READINESS

- Deliver quick wins for walkability, including ADA route fixes, safer crossings near parks, wayfinding, benches, and lighting assessments.
- Publish simple access maps for major sites showing entrances, walking loops, parking, restrooms, and ADA routes.
- Activate trails with programming such as walking clubs, family walks, adaptive hours, and seasonal challenges.
- Prepare rails-to-trails for funding by identifying priority corridors and ownership, estimating order-of-magnitude costs, identifying partners, and preparing a grant and match strategy.
    - SFA recommends integrating County representatives to develop a comprehensive approach.

ACTION PLAN

E. SPORTS TOURISM GROWTH AND CORNERSTONE PARK PERFORMANCE

Primary intent: increase visitation and non-local spending while maintaining a strong resident experience, using consistent operations and intentional business development.

- Create a Cornerstone Park "All-Star Event" evaluation and recruitment plan that defines target event types based on past performance of the tournament and/or rights holder.
    - The evaluation tool should consider number of non-local (regional) guests, event length, room nights generated, direct spending, total event revenue and revenue from parking, gate, concessions, etc., cost of delivery, event standards, and staffing and safety requirements.
    - The recruitment plan will prioritize high scoring events to maximize the economic impact and performance of Cornerstone Park by prioritizing "All-Star Events."
- Strengthen scheduling and yield management policies that protect asset quality and maximize utilization, including outfield use rotation, rest periods, weather closure rules, and post-event recovery standards.

MID-TERM ACTION PLAN (YEARS 4 TO 7)

Primary focus: expand partnerships and capabilities, secure creative sources of capital, and strengthen systems and standards that position Starkville as Mississippi's leading recreation community.

A. BUILD PARTNERSHIPS THAT EXPAND SERVICE AND IMPACT

- Establish a partnership playbook with standard tools, including joint-use agreements, cost-sharing approaches for maintenance and capital improvements, program roles and responsibilities, scheduling rules, and safety and risk management requirements.
- Prioritize partnerships that match Starkville's opportunity set, including the County, Mississippi State University, the medical sector, schools, nonprofits, and private groups.
    - Oktibbeha County: shared investment in regional assets, multimodal connectivity, and coordinated programming strategies.
    - Mississippi State University: internship pipelines, shared programming, and event partnerships, with defined shared-use access windows where beneficial.
    - Medical sector and hospital systems: sponsored wellness initiatives and trail-based health programs aligned with public health priorities.
    - Schools and nonprofits: expanded after-school programming, shared-use arrangements, and scholarship partnerships.

Partner type	What they can provide	What the City and SFC can provide
County	Capital participation and shared programs	Facilities, operations, and program delivery
University	Shared spaces, interns, co-events	Scheduling, delivery standards, and community reach
Medical sector	Sponsorships and health programs	Trails and parks activation, reporting, and outreach
Schools	Access to indoor space and youth reach	Program delivery, training, and scheduling
Nonprofits and private groups	Volunteers, funding, programming	Standards, facilities, and marketing support

ACTION PLAN

B. EXPAND FUNDING CAPACITY AND READINESS

- Develop and maintain a ready-to-fund project shelf. For each priority project, keep a one-page summary that includes scope, rough cost range, site readiness, who benefits, the operating plan, likely partners, and a funding and match strategy.
- Use a capital stacking approach when appropriate by combining City funding, partner funds, grants, sponsorships, donations, and public-private options.
- Match project type to likely funding sources. For example, sports tourism enhancements often align with partner funding, sponsorships, and visitor-driven revenue strategies.

C. PURSUE CAPRA ACCREDITATION TO STRENGTHEN CREDIBILITY AND PERFORMANCE

- Build a recognized standard for service, accountability, and continuous improvement.
- Strengthen policies and practices across maintenance, safety, staffing, and programming.
- Improve performance reporting that supports trust and strengthens future funding requests.

CAPRA Pathway

D. POSITION STARKVILLE AS MISSISSIPPI'S LEADING RECREATION COMMUNITY

- Build a clear and credible promise to residents and visitors, including high-quality parks and facilities, strong programs across ages, trails and walkability as everyday value, and Cornerstone Park as a sports tourism engine.
- Publish an annual performance snapshot that includes maintenance responsiveness, program participation and satisfaction, facility quality outcomes, and sports tourism indicators.

FACILITY RECOMMENDATIONS & PERFORMANCE RANGES

FACILITY RECOMMENDATIONS AND PERFORMANCE RANGES

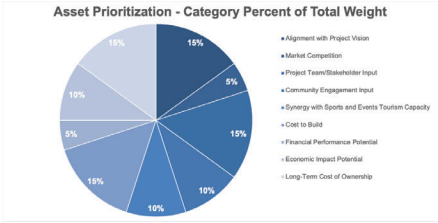
ASSET PRIORITIZATION MATRIX

To support the long-term (8-10 year) goals, SFA utilized a propriety analytical process to determine the prioritization of sports and recreation assets recommended for consideration in the future. SFA's asset prioritization analysis is used by communities across the country to make decisions related to existing facility improvement/expansion and new facility development. The analysis is a data-driven approach that combines research, data, analytics, industry insights/experience, and input from stakeholders, user groups, and residents to prioritize assets and inform recommendations. The data-driven approach used to analyze the asset prioritization focuses on the community need (perceived and data-driven), market opportunity, and financial feasibility of assets to develop recommendations that best fit the City's goals.

Working with the City's project team, SFA identified nine categories to analyze the prioritization of assets and a weighted scoring system for each category for all potential assets analyzed. The weighted scoring system attributes a score in which respective categories carry a spectrum of weight on the total score of each asset. The categories include the following:

- Alignment With Project Vision
- Market Competition
- Project Team/Stakeholder Input
- Community Engagement Input
- Synergy with Sports and Events Tourism
- Cost to Build
- Financial Performance Potential
- Economic Impact Potential
- Long-Term Cost of Ownership

All categories and assets were ranked on a scale of 1-10.



FACILITY RECOMMENDATIONS AND PERFORMANCE RANGES

SFA ranked and scored 13 asset types as part of the asset prioritization process. The following table summarizes the recommended prioritization of assets based on the factors considered in this plan and outlined previously. The chart reflects the results of the prioritization analysis including the asset type, weighted score, and recommended priority level. The full prioritization matrix for the assets analyzed has been delivered as an associated document.

Asset	Weighted Score	Priority
Indoor Courts	8.8	High
Outdoor Multi-Purpose Fields	7.2	Moderate
Outdoor Tennis/Pickleball Courts	7.2	Moderate
Walking/Running Trails	7.2	Moderate
Skatepark	7.0	Moderate
Outdoor Baseball/Softball Fields	6.7	Moderate
Meeting/Event Space	5.9	Low
Track and Field	5.2	Low
Indoor Turf	4.8	Low
Outdoor Basketball Courts	4.2	Low
Indoor Aquatics	4.0	Low
Fitness Center	3.9	Low
Outdoor Aquatics	3.1	Low

The process and priority scoring outlined above supported the recommendations for potential future facility development and informed all recommendations for the short-, mid-, and long-term recommended actions within Starkville's 10-Year Recreation Plan.

To restate a central theme of the plan, SFA recognizes the intent of the City to focus on the following outcomes in the short- and mid-term periods of the plan. Specifically, the City should:

- Prioritize low-cost investments that maintain current assets (e.g. pool repairs) and/or improve the participant and spectator experience (e.g., shade structures and restrooms).
- Enhance program-based recreation opportunities to maintain and expand the City's reputation as an active and healthy community known for accessibility and service to residents of all ages.
- Develop and execute partnerships with key allies (e.g., Oktibbeha County, Mississippi State University, the medical sector, etc.) to expand recreation, sports, and wellness services and assets.

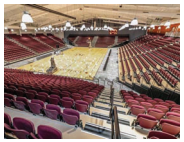
SFA recommends that the City continues to identify and consider partnership and funding opportunities on an ongoing basis; if those opportunities create a path to developing new and/or expanding sports and recreation assets in the short- or mid-term future as defined above, SFA recommends completing a detailed financial feasibility study as the first step in determining the viability of the potential development.

FACILITY RECOMMENDATIONS AND PERFORMANCE RANGES

FACILITY RECOMMENDATIONS AND PERFORMANCE RANGES

Based on the preceding information, SFA has created three future facility options to help cast a vision for what new sports and recreation facilities may be prime for development in the future. Because new facilities fit into the long-term (8-10 year) goals of the City, SFA has provided high-level, present-day information to demonstrate future facility options and potential financial performance ranges, as well as economic impact ranges, associated with those options.

OPTION 1: INDOOR SPORTS AND SPECIAL EVENTS FACILITY



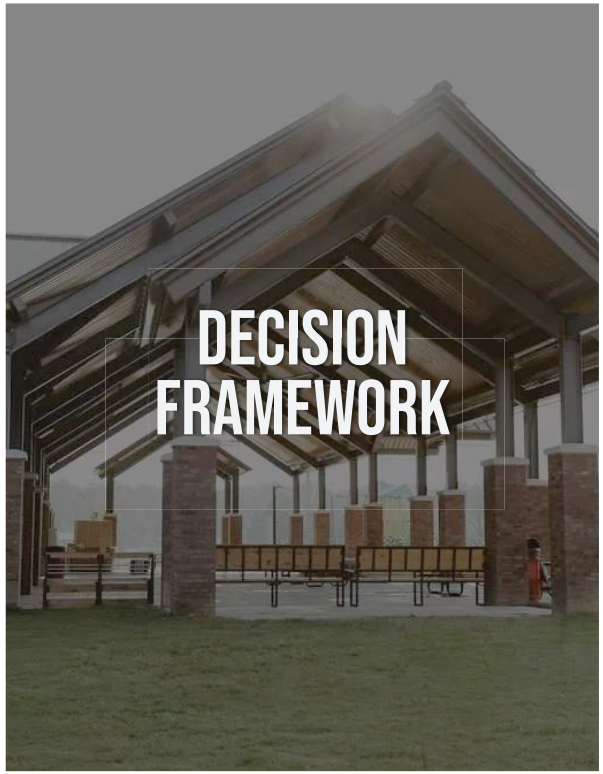
Primary Intent: Create a year-round indoor sports and events destination that maximizes sports and event tourism impacts.
Features: 10 Basketball Courts (20 Volleyball, 30 Pickleball); Championship Court and Live Entertainment Event Seating for 4,500; Conference Space
Size: 150,000-200,000 SF; 10-14 Acres
Cost to Build (2025): $60-80 Million
Annual Financial Performance Range (NOI): $0 - $750,000
Annual Economic Impact (Direct Spending): $30-$40 million

OPTION 2: OUTDOOR MULTI-PURPOSE FIELD TOURNAMENT COMPLEX

Primary Intent: Expand baseball and softball-based sports tourism capacity while adding capabilities for rectangular fields.
Features: 12 Total Synthetic Turf Fields Accommodating Baseball, Softball, Soccer, Football, Lacrosse, Rugby, and Other Sports at All Ages and Field Sizes
Size: 60-75 Acres
Cost to Build (2025): $36-48 Million
Annual Financial Performance Range (NOI): -$360,000 - $240,000
Annual Economic Impact (Direct Spending): $36-$48 million

OPTION 3: COMMUNITY RECREATION AND WELLNESS CENTER

Primary Intent: Expand local sports, recreation, and wellness services with a state-of-the-art recreation center.
Features: Large Fitness Center; Indoor Pool; Indoor Multi-Sport Gym; Multifunction Rooms; Outdoor Pickleball Courts; Connection to Trails
Size: 75,000-100,000 SF; 6-10 Acres
Cost to Build (2025): $50-70 Million
Annual Financial Performance Range (NOI): $0 - $1,000,000
Annual Economic Impact (Direct Spending): $0-$5 million



DECISION FRAMEWORK

This decision framework provides a consistent way to evaluate opportunities through 2035 as conditions change. It supports transparent decision-making for elected leadership, clear communication for the public, and a practical tool for staff and SFC to execute. It also includes a fast-track option to accelerate projects when outside funding, partnerships, or grants create a strong opportunity.

STEP-BY-STEP DECISION PROCESS

Step 1. Opportunity intake (one page)

- Project name and location.
- Problem or need it addresses.
- Primary users (residents, visitors, or both).
- Estimated cost range (low, medium, high).
- Potential partners.
- Potential funding sources beyond City funding.
- Operating approach, including who owns it, who operates it, and how maintenance and replacement will be funded.
- Timing considerations, including any deadlines tied to funding or partner commitments.

Step 2. Quick screen (proceed or pause)

- Proceed only if the project aligns with plan goals and community priorities.
- Proceed only if the project has a realistic site path.
- Proceed only if the project has a credible operating and maintenance approach, either through City and SFC delivery, a partner-supported model, or a defined future plan.
- If any item is unclear, pause the project and assign a specific next step to resolve it.

Step 3. Scorecard (consistent, transparent, repeatable)

- Rate each category from 1 to 10.
- Multiply the rating by the weight.
- Add totals for a final score and compare projects side-by-side.

DECISION FRAMEWORK

Project Scorecard Worksheet

Category	Weight	Rating (1 to 10)	Weighted Score
Alignment with project vision	15%		
Market competition	5%		
Project team and stakeholder input	15%		
Community engagement input	10%		
Synergy with sports tourism	10%		
Cost to build	15%		
Financial performance potential	5%		
Economic impact potential	10%		
Long-term cost of ownership	15%		
Total	**100%**		

Suggested interpretation for weighted score:

- 7.5 to 10.0: strong candidate. Move forward to funding and feasibility steps.
- 5.5 to 7.4: needs refinement, partner development, or funding strategy improvement.
- Below 5.5: hold for later or stop.

Step 4. Funding and delivery review (confirm it is doable)

- Confirm the funding mix and match requirements, including City, partner, grant, sponsorship, donation, and public-private options.
- Define delivery roles, including ownership, operations, maintenance, and replacement responsibilities.
- Confirm operating impact, including staffing needs, annual costs, and how costs will be funded.
- Complete a risk review that assigns risk owners and confirms safety, schedule, and procurement feasibility.

Step 5. Decision and next actions (four outcomes)

- Advance now: assign lead responsibility, schedule, and budget approach.
- Advance with conditions: require specific items such as partner commitments, matching funds, or site control.
- Hold: re-score during the annual refresh or when conditions change.
- Stop: not aligned, too costly long-term, or too risky.

DECISION FRAMEWORK

FAST-TRACK OPTION (WHEN OUTSIDE FUNDING CREATES A STRONG OPPORTUNITY)

Fast-track allows the City and SFC to act quickly when outside funding or partnerships make a project unusually achievable, while still protecting long-term sustainability. A project qualifies for fast-track only if it meets all three triggers.

- **Funding trigger**: outside funding covers a meaningful share of costs, a partner commits capital or major in-kind support, or a funding deadline requires action within a set window.
- **Priority trigger**: the project score is 7.5 or higher, or the project clearly addresses a top community priority with demonstrated demand.
- **Sustainability trigger**: the operating plan is realistic, long-term maintenance and replacement funding is identified, and partner roles are documented in writing, even if early.

If all three triggers are met, proceed to "validation sprint" aimed at progressing the project as expeditiously as possible. Validation sprint deliverables should include:

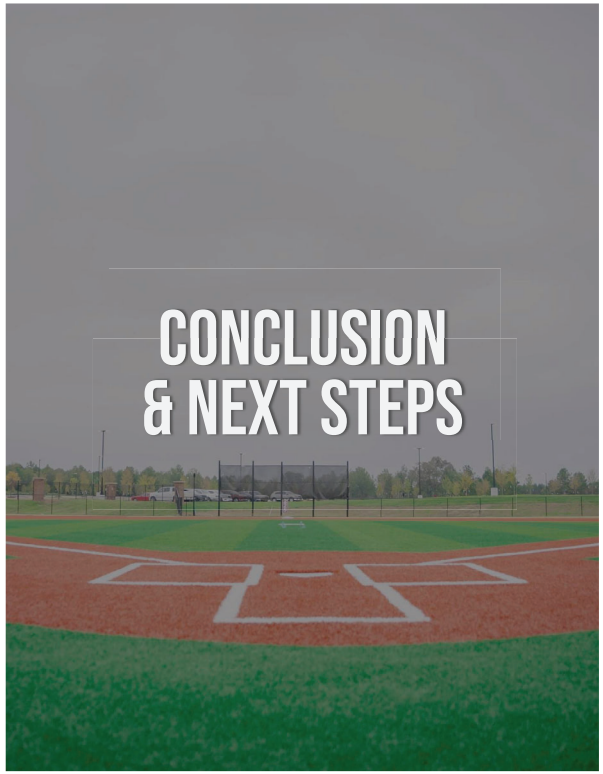
- Confirm scope and site fit.
- Confirm the operating plan and staffing approach.
- Prepare feasibility and funding packages, including partner commitments and grant materials.

ANNUAL REFRESH AND REPORTING

- Re-score priority projects annually using the same scorecard.
- Publish a simple annual update that lists projects advanced, held, or stopped, along with clear reasons for decisions.
- Report results that matter to residents and decision makers, including maintenance responsiveness, participation, satisfaction, and sports tourism performance.
- Maintain a shelf of ready-to-fund projects so the City and SFC can move quickly when funding opportunities appear.

SUMMARY

This action plan and decision framework convert the 10-Year Recreation Plan goals into practical steps that strengthen what is already working, improve asset quality and resident experience, and grow capacity through partnerships and funding readiness. SFC's role as the City's outsourced Parks and Recreation provider remains central to execution, including service delivery, access expansion, facility and program management, and sports tourism performance. Together, these tools help Starkville protect existing investments, confidently prioritize opportunities, and accelerate high-value projects when outside funding creates a clear path forward.



CONCLUSION AND NEXT STEPS

NEXT STEPS, YEAR 1

- Adopt and publish a one-year implementation plan. Include the top maintenance priorities, quick win improvements, program changes, and trail actions for the next 12 months.
- Launch an annual performance snapshot. Report a small set of measures, such as maintenance responsiveness, participation, satisfaction, and sports tourism indicators.
- Formalize partnership agreements. Focus on shared-use, programming partnerships, and capital cost-sharing opportunities with priority partners.
- Use the decision framework to evaluate any new opportunities. Re-score projects annually and keep a shelf of ready-to-fund projects.

WHEN TO ADVANCE LARGER PROJECTS

If the City identifies meaningful outside funding or a committed partner for a capital-intensive project, the plan recommends completing a detailed feasibility study as the first step to confirm scope, operating impact, and long-term sustainability before proceeding.

CONCLUSION AND NEXT STEPS

Starkville has an established foundation of parks, programs, and sports tourism assets that serve residents and generate regional visitation. This plan builds on that foundation by prioritizing asset quality, resident experience, and funding readiness so the City and its partners can move confidently, protect existing investments, and accelerate opportunities when conditions align.

WHY THIS MATTERS

- Quality, well-maintained assets increase participation, reduce long-term costs, and protect public investments.
- Clear priorities and transparent decision-making strengthen trust with residents and support consistent, accountable execution.
- Sports tourism and community recreation can work together when facilities, maintenance, scheduling, and programming align.
- Funding readiness positions Starkville to compete for grants, partner capital, and state and federal programs as opportunities emerge.

NEXT STEPS, FIRST 90 DAYS

The first step is to translate the plan into a simple annual work program, with assigned owners, timelines, and performance measures.

Workstream	Primary actions	Deliverables
Asset maintenance and renewals	Confirm asset inventory, define preventative maintenance schedules, standardize work orders, and identify priority repairs.	Asset list with condition notes. Preventative maintenance calendar. Work order intake and closeout rules.
Resident experience quick wins	Identify low-cost upgrades by site, focusing on pool repairs, shade, restrooms, seating, signage, and accessibility.	Top 10 quick win list with budget ranges and schedule.
Programs and access	Complete a program portfolio review and set targets for participation, satisfaction, and cost to deliver.	Program scorecard. Recommended adds, redesigns, and pauses.
Trails and connectivity	Confirm near-term trail segments, sidewalk and crossing needs, and rails-to-trails readiness steps.	Trail priority map list. Partnership and grant targets for each segment.
Sports tourism and scheduling	Confirm annual tournament targets, field and court scheduling standards, and customer service expectations.	Annual event calendar targets. Booking and scheduling playbook.
Partnership and funding readiness	Stand up the ready-to-fund project shelf and confirm priority partners for 2025.	One-page project sheets for priority items. Partner outreach list and cadence.

727.474.3845
sportsfacilities.com | thesfnetwork.com
info@sportsfacilities.com
800 Cleveland St., Suite 910
Clearwater FL 33755

State of Mississippi
TATE REEVES
Governor
MISSISSIPPI DEVELOPMENT AUTHORITY
William V. Cork
Executive Director

March 5, 2026

Mayor D. Lynn Spruill
City of Starkville
110 W. Main St
Starkville, MS 39759

RE: Grant Agreement – City of Starkville
Project Number – 1202-25-347-PF-01

Dear Mayor SpruillSpruill:

I am pleased to notify you that three copies of the grant agreement for your approved Community Development Block Grant (CDBG) project are enclosed. Please read the agreement carefully, then sign all copies, and return **ALL COPIES** to this office no later than April 10, 2026. Upon receipt of your signatures a copy of the grant agreement will be returned to you once fully executed by the MDA's Executive Director.

At this time you should initiate the following:

(1) ENVIRONMENTAL CLEARANCE

The enclosed contracts are contingent upon environmental clearance. Environmental clearance must be completed within four months of the award date or your contract will automatically be voided. No request for cash will be processed until the environmental clearance is granted (with the exception of application preparation fee).

(2) MINORITY AND WOMEN-OWNED BUSINESSES PARTICIPATION

You are required to follow state, federal, and CID policy requirements pertaining to the promotion of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). You are required to provide the maximum opportunity for increased participation by minority and women-owned businesses in the procurement of goods and services.

(3) AFFIRMATIVELY FURTHERING FAIR HOUSING REQUIREMENTS

As a Sub-Recipient of federal funds, you certify to Affirmatively Further Fair Housing within your jurisdiction and comply with all legislation providing Fair Housing and Equal Opportunity in program administration per Section 106(d)(5) of the Housing and Community Development Act. Non-discrimination laws require that no person or protected group is denied or excluded from project related activities such as employment, training, housing or contracts generated by any federally funded activity on the basis of race, color, religion, sex, disability, familiar status or national origin.

(4) SECTION 3 REQUIREMENTS

As a Sub-Recipient of federal funds, you are required to make good faith efforts to provide "to the greatest extent feasible" opportunities to Targeted Section 3 and Section 3 Workers, and Section 3 Businesses. As a Sub-Recipient, you are required to adhere to the Section 3 requirements set for at 24 CFR 75 and CSD Policy.

(5) PAYMENT METHOD

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of the Sub-Recipient's choice.

Congratulations on receiving this CDBG grant to carry out this community development program to improve the quality of life in the City of Starkville. If you have questions, please contact Lisa Maxwell at (601) 359-2498 or lmaxwell@mississippi.org.

Sincerely,

Charles L. Bearman
Director
Community Incentives Division

CLB:lm

Enclosures

Community Development Block Grant Program
Budget Sheet

Applicant: City of Starkville

DFA Vendor #: 3100020574
Grantee City of Starkville
Address 110 West Main Street
Starkville, MS 39759

Funding Year: 2025 **Grant Year :** 2025 **Contract #:** 1202-25-347-PF-01

Description	MDA	IDIS		Other Funding Sources			
Administration			**CDBG**	**Local Government**			Total
General Administration				$ 40,000.00			$ 40,000.00
Application Prep.				$ 5,000.00			$ 5,000.00
Subtotal (A)			$ -	$ 45,000.00	$ -	$ -	$ 45,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			CDBG	**Local Government**			Total
Acquisition							$ -
							$ -
Architectural/Engineering				$ 88,810.00			$ 88,810.00
Consturction Engineering				$ 44,920.00			$ 44,920.00
Contingency (Max 8% of CDBG Construction)			$ 51,087.36				$ 51,087.36
							$ -
Construction			$ 647,361.00	$ 320,279.00			$ 967,640.00
							$ -
Surveys/Easements				$ 10,000.00			$ 10,000.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
Subtotal (B)			$ 698,448.36	$ 464,009.00	$ -	$ -	$ 1,162,457.36

Grand Total (A + B)	$698,448.36	$509,009.00	$0.00	$0.00	$1,207,457.36

Rev. 2025

Match Percentage: 42%

MISSISSIPPI DEVELOPMENT AUTHORITY
SUBGRANT SIGNATURE SHEET

501 North West Street, 5th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi

1. Subgrantee's Name, Address, and Telephone Number City of Starkville 110 W. Main St Starkville, MS 39759 662-320-2007 UEI Number: JD6GFW5BX1L3 CAGE Number: 3N9B4 Fiscal Year End: 9/30	2. Effective Date: 2/27/26 3. Subgrant Number: 1202-25-347-PF-01 4. Grant Identifier: (Funding Source & Year): CDBG-PF: 2025 CDFA 14.228 5. Beginning and Ending Dates: 2/27/26- 2/28/28 6. Subgrant Payment Method: Current Needs 7. Page 1 of 24
8. Project Description: Sewer Improvements as specified in their 2025 Community Development Block Grant Public Facilities Application.	9. National Objective: Low/Moderate 10. The following funds are obligated: Federal Other $698,448.36 $509,009.00

11. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant included herein. The following sections are attached and incorporated into this agreement:

X General Terms and Conditions
X Budget
X Special Conditions
X Financial Reports and Recordkeeping
X Special Provisions Stipulated by HUD
X State of MS CDBG Assurances

All policies, terms, conditions, and provisions of the current notebooks entitled *Community Development Block Grant Program, CDBG Implementation Manual,* and *CDBG Policy Statements* are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.

12. Approved for Contractor:	13. Approved for Subgrantee: 3/17/26
Signature Date Name: William V. Cork Title: Executive Director and Chief Economic Development Officer	Signature Date Name: D. Lynn Spruill Title: Mayor, City of Starkville

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE $15,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026, OF THE CITY OF STARKVILLE, MISSISSIPPI; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality hereby finds, determines, adjudicates, and declares as follows:

1. (a) Definitions. In addition to any words and terms elsewhere defined herein, the following words and terms will have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean, together, Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, and Sections 27-67-1 *et seq.*, Mississippi Code of 1972, as amended (the "Infrastructure Modernization Act").

"Bond" or "Bonds" shall mean the General Obligation Public Improvement Bonds, Series 2026, of the Municipality, authorized to be issued in the maximum principal amount of $15,000,000, and directed to be issued in the Bond Resolution.

"Bond Resolution" shall mean, together, the resolutions of the Governing Body authorizing and directing the issuance of the Bonds, adopted August 19, 2025, September 16, 2025, and December 2, 2025.

"City Clerk" shall mean the City Clerk of the Municipality.

"Mayor" shall mean the Mayor of the Municipality.

"Paying Agent" shall mean U.S. Bank Trust Company, National Association, Houston, Texas, which shall serve as paying agent, transfer agent, and registrar for the Bonds.

"Underwriter" shall mean TRB Capital Markets LLC, Dallas, Texas, the successful bidder for the Bonds.

All capitalized terms not otherwise defined herein will have the meaning set forth in the Bond Resolution.

2. The Governing Body on December 2, 2025, did adopt a resolution directing that the Bonds be offered for sale on sealed bids.

3. As directed by the Bond Resolution and as required by Section 31-19-25, Mississippi Code of 1972, as amended, the Notice of Bond Sale (the "Notice") was duly published in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Notice having been published in the newspaper at least two times, the publication having been made in the newspaper on March 3, 2026, and March 10, 2026, and the first

publication having been made at least 10 days preceding Tuesday, March 17, 2026, all as shown by the proof of publication of the Notice attached hereto as **Attachment A**.

4. The City Clerk, acting on behalf of the Governing Body, did appear at City Hall in the Municipality at 10:15 a.m. on Tuesday, March 17, 2026, to receive bids.

5. At the time and place, 13 bids for the Bonds, attached hereto as **Attachment B**, were received, examined, and should be considered by the Governing Body, the bids having heretofore been presented by and being on file with the City Clerk.

6. The Governing Body finds and determines that the lowest and best bid made for the Bonds on the basis of the lowest true interest cost over the life of the Bonds was made by the Underwriter, and further finds that the bid was accompanied by a wire transfer or a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of $300,000, and issued or certified by a bank, as a guaranty that the bidder would carry out its contract and purchase the Bonds if its bid be accepted.

7. The Governing Body further authorizes the City Clerk to endorse upon a copy or duplicate of the highest and best offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

8. Pursuant to the Notice, the Governing Body may designate a paying agent for the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Notice of Bond Sale. The terms and provisions of the Notice are hereby made a part of this resolution as though set forth in full herein.

SECTION 2. Award of Bonds. The award of the sale of the Bonds to the Underwriter in accordance with the offer submitted to the Municipality and attached hereto as **Attachment C** is hereby acknowledged, confirmed, and approved.

SECTION 3. Notation of Acceptance. The City Clerk is authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

SECTION 4. Good Faith Deposits. The return of the good faith deposits from all unsuccessful bidders upon their respective receipts is approved, and the good faith deposit deposited by the Underwriter shall be retained by the Municipality as a guaranty that the Underwriter will carry out its contract and purchase the Bonds. If the Underwriter fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith deposit shall be retained by the Municipality as liquidated damages for such failure.

SECTION 5. Bond Details. The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from April 14, 2026; will be issued on April 14, 2026; shall be delivered in definitive form as registered bonds; will be issued in the

denomination of $5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable, both as to principal and interest, in lawful money of the United States of America to the Paying Agent; will bear interest, calculated on the 30/360 basis, from the date thereof, payable on payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year; and shall mature serially and become due and payable, with option of prior payment as heretofore provided in the Notice, on March 1 in the years and principal amounts and at the rates as follows:

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
03/01/2027	Serial Coupon	5.000%	2.440%	390,000.00	102.214%		-	-	-	398,634.60
03/01/2028	Serial Coupon	5.000%	2.470%	700,000.00	104.618%		-	-	-	732,326.00
03/01/2029	Serial Coupon	5.000%	2.540%	735,000.00	106.768%		-	-	-	784,891.80
03/01/2030	Serial Coupon	5.000%	2.610%	300,000.00	108.763%		-	-	-	326,289.00
03/01/2031	Serial Coupon	5.000%	2.680%	1,250,000.00	110.544%		-	-	-	1,381,800.00
03/01/2032	Serial Coupon	5.000%	2.770%	1,320,000.00	112.021%		-	-	-	1,478,677.20
03/01/2033	Serial Coupon	5.000%	2.870%	1,510,000.00	113.210%		-	-	-	1,709,471.00
03/01/2034	Serial Coupon	5.000%	2.970%	1,585,000.00	114.166%		-	-	-	1,809,531.10
03/01/2035	Serial Coupon	5.000%	3.070%	1,670,000.00	114.898%		-	-	-	1,919,396.60
03/01/2036	Serial Coupon	5.000%	3.170%	1,755,000.00	115.416%		-	-	-	2,025,550.80
03/01/2037	Serial Coupon	5.000%	3.290%	1,845,000.00	114.321%	c	3.413%	03/01/2036	100.000%	2,109,222.45
03/01/2038	Serial Coupon	5.000%	3.410%	1,940,000.00	113.238%	c	3.619%	03/01/2036	100.000%	2,196,817.20
Total		-	-	$15,000,000.00	-	-	-	-	-	$16,872,007.75

SECTION 6. Paying Agent. The Governing Body hereby approves the Paying Agent. The Mayor and the City Clerk are hereby authorized to execute any required documentation necessary for such purpose.

SECTION 7. Repealer. All orders, resolutions, or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict.

SECTION 8. Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

Following the reading of the foregoing resolution and discussion thereof, Alderman Pochop moved and Alderman Skinner seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Mike Brooks	**voted: Yea**
Alderman Kim Moreland	**voted: Yea**
Alderman Roy A'. Perkins	**voted: Yea**
Alderman William Pochop	**voted: Yea**
Alderman Sandra C. Sistrunk	**voted: Yea**
Alderman Kyle Skinner	**voted: Yea**
Alderman Henry N. Vaughn, Sr.	**voted: Yea**

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, March 17, 2026.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(Seal)

Attachment A

Proof of Publication

Starkville Daily News

March 3, 2026, and March 10, 2026

AFFP
NOS - Pub Improv Bonds B004E

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

John W. Bane, Jr., being duly sworn, says:

That he is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

March 03, 2026, March 10, 2026

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Classified Clerk

Subscribed to and sworn to me this 10th day of March 2026.

Ashley J. Doss, Notary Public, Oktibbeha County, Mississippi
My commission expires: October 21, 2028

00001631 00108906

Brandi D. Ford
Watkins & Eager, PLLC (SDN)
P.O. Box 650
Jackson, MS 39205

State of Mississippi
Ashley J. Doss, Notary Public
Clay County
My Commission Expires 10-21-2028
Commission Number 493429

NOTICE OF BOND SALE

$15,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026
CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive bids, which may be in electronic form, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of $15,000,000 General Obligation Public Improvement Bonds, Series 2026, of the Municipality (the "Bonds") on Tuesday, March 17, 2026, until the hour of 10:15 a.m.
The City Clerk of the Municipality (the "City Clerk") will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place. Following 10:15 a.m., on Tuesday, March 17, 2026, the bids will be publicly opened and read, for consideration by the Governing Body at their regular meeting at 5:30 p.m. on Tuesday, March 17, 2026. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.
THE BONDS: The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from the date of delivery thereof, April 14, 2026; will be delivered in definitive form as registered bonds; will be issued in the denomination of $5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from 1 upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, calculated on the 30/360 basis, from the date thereof, payable on March 1, 2027, and semiannually thereafter on March 1 and September 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale (this "Notice").
MATURITIES: The Bonds will mature serially, with option of prior payment, on March 1 in each of the years and amounts as follows:
YEAR
AMOUNT
2027
$390,000
2028
$700,000
2029
$735,000
2030
$300,000
2031
$1,250,000
2032
$1,350,000
2033
$1,505,000
2034
$1,580,000
2035
$1,665,000
2036
$1,750,000
2037
$1,840,000
2038
$1,935,000
REDEMPTION: Bonds maturing after March 1, 2036, are subject to redemption prior to their respective maturities at the election of the Municipality on and after March 1, 2036, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of

each such redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent (as defined herein).

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Bonds (the "Preliminary Aggregate Principal Amount") and the annual principal amounts of each series of the Bonds (the "Preliminary Annual Principal Amounts" and collectively, with reference to the Preliminary Aggregate Principal Amounts, the "Preliminary Amounts") set forth in this Notice may be revised before the viewing of bids for the purchase of the Bonds, as may the bid parameters set forth herein. Any such revisions (in case of revised principal amounts, the "Revised Aggregate Principal Amount", the "Revised Annual Principal Amounts" and the "Revised Amounts") WILL BE GIVEN BY NOTIFICATION PUBLISHED ON www.i-dealProspectus.com NOT LATER THAN 4:00 P.M., C.D.T. ON THE DAY PRECEDING THE RECEIPT OF BIDS. In the event that no such revisions are made, the Preliminary Amounts will constitute the Revised Amounts and will remain as stated in this Notice, and the bid parameters shall remain as set for the herein. BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED AMOUNTS AND BID PARAMETERS, IF ANY. Prospective bidders may request notification of any revisions in the Preliminary Amounts and bid parameters by so advising and emailing Stephens Inc., Ridgeland, Mississippi, the Municipality's "independent registered municipal advisor" (the "Municipal Advisor"), at max.neely@stephens.com by 12:00 p.m., C.D.T., at least one day prior to the date for receipt of the bids.

CHANGES TO MATURITY SCHEDULE: The Municipality reserves the right to change the Revised Aggregate Principal Amount of each series of Bonds and the Revised Annual Principal Amounts of each series of Bonds after determination of the winning bidder(s), by increasing or decreasing such Revised Aggregate Principal Amounts and such Revised Annual Principal Amounts by up to 30%. The maximum amount of the Bonds will not exceed $15,000,000. No changes beyond those disclosed above will be made without the consent of the applicable Successful Bidder. Such changes, if any, will determine the final annual principal amount of each maturity of each series of Bonds (the "Final Annual Principal Amounts") and the final aggregate principal amount of each series of Bonds (the "Final Aggregate Principal Amount"). The dollar amount bid by the successful bidder for each series of Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices will not change. A SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BIDS OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.

The Municipality anticipates that the Final Annual Principal Amounts of each series of Bonds and the Final Aggregate Principal Amount of each series of Bonds will be communicated to the successful bidder(s) prior to the award of such Bonds. THE DOLLAR AMOUNT BID BY EACH SUCCESSFUL BIDDER FOR THE PURCHASE OF THE BONDS WILL BE ADJUSTED TO REFLECT ANY CHANGE IN THE ANNUAL PRINCIPAL AMOUNTS BASED UPON THE ASSUMPTION THAT THE COUPON RATES, REOFFERING PRICES, AND THE UNDERWRITER'S DISCOUNT (EXCLUDING ORIGINAL ISSUE DISCOUNT/PREMIUM) STATED AS A PERCENTAGE OF THE AGGREGATE PRINCIPAL AMOUNT, AS SPECIFIED BY SUCH SUCCESSFUL BIDDER, WILL NOT CHANGE.

BASIS OF AWARD: If an award is made, the Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality for such Bonds as determined by reference to the Revised Aggregate Principal Amounts, prior to post-sale adjustments, as discussed in the paragraph above. The lowest true interest cost will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Bonds (compounded semi-annually from the dated date of such Bonds) produces a value equal to the purchase price of such Bonds. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. In the event that two or more of the bidders offer to purchase the Bonds at the same lowest true interest cost, the Governing Body shall determine in their sole discretion (but in accordance with fact) which of the bidders shall be awarded such series of Bonds. The Governing Body reserves the right to waive any irregularity or informality in any bid, and to reject any or all bids, and notice of rejection of any bid will be made promptly. Unless all bids are rejected, award of the Bonds will be made by the Governing Body on the sale date.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended, and other applicable laws of the State of Mississippi (together, the "Act"), and the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on August 19, 2025, September 16, 2025, and December 2, 2025 (together, the

"Bond Resolution"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the Municipality on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund, including, but not limited to, use taxes remitted from the State of Mississippi to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 et seq., Mississippi Code of 1972, as amended, adopted by the Legislature of the State of Mississippi. The Governing Body is authorized pursuant to the Infrastructure Modernization Act to utilize the use taxes for certain authorized purposes, including the payment of debt service on debt obligations issues for certain authorized purposes.

PURPOSE: The Bonds are being issued to provide funds for the purpose of constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; establishing, repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten years, but specifically not including any motor vehicles weighing less than 12,000 pounds; purchasing fire-fighting equipment and apparatus, and providing housing for the same, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect, and guide the current thereof; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including other recreational facilities; purchasing or constructing, repairing, improving, and equipping building for public libraries, and for purchasing land, equipment, and books therefor; erecting and purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; and, erecting municipal buildings, armories, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same, and for erecting, equipping, and furnishing of buildings to be used as a municipal or civic arts center (the "Authorized Purposes").

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for $15,000,000 General Obligation Public Improvement Bonds, Series 2026, of the City of Starkville, Mississippi." All bids should be submitted in substantially the form prepared by the Municipality as the Official Bid Form. A copy of the Official Bid Form may be obtained from the City Clerk at jmclaurin@cityofstarkville.org, from Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at max.neely@stephens.com, or from Watkins & Eager PLLC, Jackson, Mississippi ("Bond Counsel"), at bdavis@watkinseager.com.

Electronic bids for the Bonds must be submitted to PARITY® via the BiDCOMP Competitive Bidding System. An electronic bid made through the facilities of BiDCOMP/PARITY® shall be deemed an offer to purchase in response to this Notice and shall be binding upon the bidder as if made by a signed sealed written bid made to the Municipality. To the extent any instructions or directions set forth in BiDCOMP/PARITY® conflict with the terms of this Notice, this Notice shall prevail. The Municipality shall not be responsible for any malfunction or mistake made by or as a result of the use of electronic bidding facilities. The use of such facilities is at the sole risk of the bidders. Subscription to I-Deal's BiDCOMP/PARITY® Competitive Bidding System by a bidder is required in order to submit an electronic bid. The Municipality will not confirm any subscription or be responsible for the failure of any prospective bidder to subscribe. Both written bids and electronic bids must be unconditional and received by the Municipality and/or BiDCOMP/PARITY®, respectively, on or before 10:15 a.m., C.D.T., on Tuesday, March 17, 2026, as stated above. The Municipality is not liable for any costs incurred in the preparation, delivery, acceptance, or rejection of any bid.

All bids not in electronic form should be sealed and delivered to the City Clerk at her office in the City Hall located at 110 West Main Street in the Municipality.

INTEREST RATE AND BID RESTRICTIONS: The Bonds will not bear a greater overall maximum interest rate to maturity than 11% per annum, nor will the interest

rate for any one maturity exceed 11% per annum. No Bond will bear more than 1 rate of interest; each Bond will bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity will bear the same rate of interest from date to maturity; and the lowest interest rate specified will not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1% and a 0% rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a wire transfer, cashier's check, certified check, or exchange, issued or certified by a bank, payable to the "Mayor and Board of Aldermen of the City of Starkville, Mississippi," in the amount of $300,000 as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All wire transfers, cashier's checks, certified checks, or exchanges of unsuccessful bidders will be returned immediately after award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith deposit will be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit. For instructions regarding good faith deposits, please contact Bond Counsel at bdavis@watkinseager.com.

DTC BOOK-ENTRY: Unless specifically declined by the purchaser, the Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-entry system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner, which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: If an award of the Bonds is made, the Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality. The lowest true interest cost of the Bonds will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Bonds (compounded semi-annually from the dated date of the Bonds) produces a value equal to the purchase price of the Bonds. For the purpose of calculating the true interest cost, the principal amount of any term bonds scheduled for mandatory sinking fund redemption (if any) shall be treated as a serial maturity in each year. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time, and the Governing Body will give a verbal notice to the winning bidder, if any, within approximately one hour of such decision..

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder will have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within 60 days from the date of sale thereof, and in such event the Governing Body will return to said bidder its good faith deposit. The Governing Body will have the right, at its option, to cancel its agreement to sell the Bonds if within five days after the tender of the Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Bonds, and in such event the Governing Body will retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The initial payment agent for the Bonds will be U.S. Bank Trust Company, National Association (the "Paying Agent"). The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by wire or check or draft mailed to Registered Owners of the Bonds as of the fifteenth day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent.

DELIVERY: The successful bidder must designate within 30 days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor will be made in immediately available funds.

CUSIP NUMBERS: Unless specifically declined by the purchaser, the Municipal Advisor will request that the CUSIP Service Bureau assign CUSIP identification numbers to the Bonds, which numbers will be printed on the Bonds. The successful bidder will be responsible for the costs of assigning CUSIP numbers to the Bonds. Neither the failure to print a CUSIP number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with this Notice.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Bond Counsel. In the opinion of Bond Counsel, interest on the Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as will be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a no-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS": The Municipality has not designated the Bonds as "qualified tax-exempt obligations" within the meaning and for purposes of Section 265(b)(3) of the Code.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of S.E.C. Rule 15(c)2-12, to be final and complete as of its date except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement.

ISSUE PRICE: The successful bidder shall assist the Municipality in establishing the issue price of the Bonds and shall execute and deliver to the Municipality at the closing for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the Municipality and Bond Counsel. The Municipality intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because: (a) the Municipality shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (b) all bidders shall have an equal opportunity to bid; (c) the Municipality may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (d) the Municipality anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice. Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. In the event that the competitive sale requirements are not satisfied, the Municipality shall advise the winning bidder. The Municipality shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price on that maturity applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Municipality if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Municipality will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds. If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Municipality the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold. By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain

who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires. Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for the purposes of this Notice. Further, for purposes of this Notice: (a) "public" means any person other than an underwriter or a related party, (b) "underwriter" means (A) any person that agrees pursuant to a written contract with the Municipality (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (c) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (d) "sale date" means the date that the Bonds are awarded by the Municipality to the winning bidder.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15(c)2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Agreement at the time of issuance and delivery of the Bonds will relieve the successful bidder from its obligation to purchase the Bonds.

MUNICIPAL BOND INSURANCE: The Municipality has provided information to prospective bond insurance companies in order to qualify the Bonds under their respective optional bidding programs. If the successful bidder or bidders for the Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Bonds, the successful bidder or bidders does so at its own risk and its own expense. The obligation of the successful bidder to pay for the Bonds shall not be conditioned on the issuance of a municipal bond insurance policy. The Municipality will cooperate with the successful bidder in obtaining such insurance, but the Municipality will not enter into any additional agreements with a bond insurer. Without limiting the generality of the foregoing, the successful bidder will be responsible for all costs, expenses, and charges associated with the issuance of such insurance, including but not limited to the premium for the bond insurance policy.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on December 2, 2025.

City of Starkville, Mississippi
/s/ Joanna McLaurin, City Clerk

Publication Instructions:
Starkville Daily News
March 3, 2026, and March 10, 2026

Attachment B

Submitted Bids

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

The following bids were submitted using ***PARITY***® and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
☐	TRB Capital Markets, LLC	3.243802
☐	Oppenheimer & Co., Inc.	3.257071
☐	StoneX Financial Inc.	3.267465
☐	Mesirow Financial, Inc.	3.275628
☐	Robert W. Baird & Co., Inc.	3.293963
☐	TD Financial Products LLC	3.298531
☐	HilltopSecurities	3.308427
☐	Stifel, Nicolaus & Co., Inc.	3.344811
☐	Raymond James & Associates, Inc.	3.344849
☐	Huntington Securities, Inc.	3.349761
☐	Carty & Company, Inc.	3.365292
☐	Crews & Associates, Inc.	3.389472
☐	FHN Financial Capital Markets	3.411715

TRB Capital Markets, LLC - Dallas , TX's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,765,451.60, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4400	102.214
03/01/2028	700M	5.0000	2.4700	104.618
03/01/2029	735M	5.0000	2.5400	106.788
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8700	113.210
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2900	114.321
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost:	$5,843,666.67
Premium:	$1,765,451.60
Net Interest Cost:	$4,078,215.07
TIC:	3.243802

Time Last Bid Received On:03/17/2026 10:13:20 CDST

Oppenheimer & Co., Inc. - Philadelphia , PA's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,751,041.24, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.3500	102.293
03/01/2028	700M	5.0000	2.4000	104.750
03/01/2029	735M	5.0000	2.4900	106.932
03/01/2030	300M	5.0000	2.5800	108.878
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2900	114.321
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost:	$5,843,666.67
Premium:	$1,751,041.24
Net Interest Cost:	$4,092,625.43
TIC:	3.257071

Time Last Bid Received On:03/17/2026 10:07:31 CDST

StoneX Financial Inc. - Winter Park , FL's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,739,765.00, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.3800	102.267
03/01/2028	700M	5.0000	2.4100	104.731
03/01/2029	735M	5.0000	2.4800	106.961
03/01/2030	300M	5.0000	2.5700	108.917
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7600	112.079
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2900	114.321
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost:	$5,843,666.67
Premium:	$1,739,765.00
Net Interest Cost:	$4,103,901.67
TIC:	3.267465

Time Last Bid Received On:03/17/2026 10:13:01 CDST

Mesirow Financial, Inc. - Chicago , IL's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,730,916.19, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4000	102.249
03/01/2028	700M	5.0000	2.4500	104.656
03/01/2029	735M	5.0000	2.5300	106.817
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.7000	110.448
03/01/2032	1,350M	5.0000	2.8000	111.848
03/01/2033	1,505M	5.0000	2.9000	113.010
03/01/2034	1,580M	5.0000	3.0000	113.940
03/01/2035	1,665M	5.0000	3.1000	114.647
03/01/2036	1,750M	5.0000	3.2000	115.141
03/01/2037	1,840M	5.0000	3.3200	114.049
03/01/2038	1,935M	5.0000	3.4500	112.880

Total Interest Cost:	$5,843,666.67
Premium:	$1,730,916.19
Net Interest Cost:	$4,112,750.48
TIC:	3.275628

Time Last Bid Received On:03/17/2026 10:13:59 CDST

Robert W. Baird & Co., Inc. - Milwaukee , WI's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,711,063.19, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4400	102.214
03/01/2028	700M	5.0000	2.4700	104.618
03/01/2029	735M	5.0000	2.5400	106.788
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9800	114.091
03/01/2035	1,665M	5.0000	3.0800	114.815
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2800	114.412
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost:	$5,843,666.67
Premium:	$1,711,063.19
Net Interest Cost:	$4,132,603.48
TIC:	3.293963

Time Last Bid Received On:03/17/2026 10:08:01 CDST

TD Financial Products LLC - New York , NY's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,706,121.70, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4800	102.178
03/01/2028	700M	5.0000	2.4800	104.599
03/01/2029	735M	5.0000	2.5200	106.846
03/01/2030	300M	5.0000	2.5900	108.840
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7500	112.136
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9600	114.242
03/01/2035	1,665M	5.0000	3.0800	114.815
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.3400	113.868
03/01/2038	1,935M	5.0000	3.4700	112.702

Total Interest Cost: $5,843,666.67
Premium: $1,706,121.70
Net Interest Cost: $4,137,544.97
TIC: 3.298531
Time Last Bid Received On:03/17/2026 10:14:15 CDST

HilltopSecurities - Dallas , TX's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,695,424.40, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4100	102.240
03/01/2028	700M	5.0000	2.4500	104.656
03/01/2029	735M	5.0000	2.5400	106.788
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2900	114.321
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost: $5,843,666.67
Premium: $1,695,424.40
Net Interest Cost: $4,148,242.27
TIC: 3.308427
Time Last Bid Received On:03/17/2026 10:14:53 CDST

Stifel, Nicolaus & Co., Inc. - Birmingham , AL's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,656,170.39, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4900	102.169
03/01/2028	700M	5.0000	2.5200	104.524
03/01/2029	735M	5.0000	2.6000	106.616
03/01/2030	300M	5.0000	2.6500	108.609
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7800	111.964
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9800	114.091
03/01/2035	1,665M	5.0000	3.0800	114.815
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.3000	114.230
03/01/2038	1,935M	5.0000	3.4500	112.880

Total Interest Cost:	$5,843,666.67
Premium:	$1,656,170.39
Net Interest Cost:	$4,187,496.28
TIC:	3.344811

Time Last Bid Received On:03/17/2026 9:59:55 CDST

Raymond James & Associates, Inc. - Memphis , TN's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,406,283.40, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4000	102.249
03/01/2028	700M	5.0000	2.4200	104.712
03/01/2029	735M	5.0000	2.4900	106.932
03/01/2030	300M	5.0000	2.5900	108.840
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	3.0000	113.940
03/01/2035	1,665M	5.0000	3.1200	114.480
03/01/2036	1,750M	5.0000	3.2200	114.958
03/01/2037	1,840M	3.5000	3.5000	100.000
03/01/2038	1,935M	5.0000	3.4800	112.612

Total Interest Cost:	$5,543,363.33
Premium:	$1,406,283.40
Net Interest Cost:	$4,137,079.93
TIC:	3.344849

Time Last Bid Received On:03/17/2026 10:13:26 CDST

Huntington Securities, Inc. - Chicago , IL's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,462,572.27, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4000	102.249
03/01/2028	700M	5.0000	2.4500	104.656
03/01/2029	735M	5.0000	2.5500	106.760
03/01/2030	300M	5.0000	2.6500	108.609
03/01/2031	1,250M	5.0000	2.7300	110.303
03/01/2032	1,350M	5.0000	2.8500	111.561
03/01/2033	1,505M	5.0000	2.9700	112.545
03/01/2034	1,580M	5.0000	3.1200	113.041
03/01/2035	1,665M	5.0000	3.2700	113.237
03/01/2036	1,750M	5.0000	3.3700	113.598
03/01/2037	1,840M	5.0000	3.4900	112.523
03/01/2038	1,935M	4.0000	3.8000	101.631

Total Interest Cost: $5,613,777.92
Premium: $1,462,572.27
Net Interest Cost: $4,151,205.65
TIC: 3.349761
Time Last Bid Received On:03/17/2026 10:09:44 CDST

Carty & Company, Inc. - Memphis , TN's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,634,127.65, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4000	102.249
03/01/2028	700M	5.0000	2.4500	104.656
03/01/2029	735M	5.0000	2.5000	106.903
03/01/2030	300M	5.0000	2.6000	108.801
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7800	111.964
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	3.0000	113.940
03/01/2035	1,665M	5.0000	3.1000	114.647
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.3000	114.230
03/01/2038	1,935M	5.0000	3.4000	113.328

Total Interest Cost: $5,843,666.67
Premium: $1,634,127.65
Net Interest Cost: $4,209,539.02
TIC: 3.365292
Time Last Bid Received On:03/17/2026 10:09:10 CDST

Crews & Associates, Inc. - Little Rock , AR's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,608,155.14, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4700	102.187
03/01/2028	700M	5.0000	2.5000	104.561
03/01/2029	735M	5.0000	2.5700	106.702
03/01/2030	300M	5.0000	2.6400	108.647
03/01/2031	1,250M	5.0000	2.7200	110.351
03/01/2032	1,350M	5.0000	2.8200	111.733
03/01/2033	1,505M	5.0000	2.9300	112.811
03/01/2034	1,580M	5.0000	3.0300	113.715
03/01/2035	1,665M	5.0000	3.1400	114.314
03/01/2036	1,750M	5.0000	3.2400	114.776
03/01/2037	1,840M	5.0000	3.3700	113.598
03/01/2038	1,935M	5.0000	3.4900	112.523

Total Interest Cost:	$5,843,666.67
Premium:	$1,608,155.14
Net Interest Cost:	$4,235,511.53
TIC:	3.389472

Time Last Bid Received On:03/17/2026 10:07:06 CDST

FHN Financial Capital Markets - New York , NY's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,584,310.29, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4400	102.214
03/01/2028	700M	5.0000	2.4700	104.618
03/01/2029	735M	5.0000	2.5400	106.788
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8800	113.143
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.3000	114.230
03/01/2038	1,935M	5.0000	3.4500	112.880

Total Interest Cost:	$5,843,666.67
Premium:	$1,584,310.29
Net Interest Cost:	$4,259,356.38
TIC:	3.411715

Time Last Bid Received On:03/17/2026 10:07:18 CDST

Attachment C

Accepted Bid

TRB Capital Markets, LLC - Dallas , TX's Bid

PARITY

Starkville
$15,000,000 General Obligation Public Improvement Bonds, Series 2026

For the aggregate principal amount of $15,000,000.00, we will pay you $16,765,451.60, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
03/01/2027	390M	5.0000	2.4400	102.214
03/01/2028	700M	5.0000	2.4700	104.618
03/01/2029	735M	5.0000	2.5400	106.788
03/01/2030	300M	5.0000	2.6100	108.763
03/01/2031	1,250M	5.0000	2.6800	110.544
03/01/2032	1,350M	5.0000	2.7700	112.021
03/01/2033	1,505M	5.0000	2.8700	113.210
03/01/2034	1,580M	5.0000	2.9700	114.166
03/01/2035	1,665M	5.0000	3.0700	114.898
03/01/2036	1,750M	5.0000	3.1700	115.416
03/01/2037	1,840M	5.0000	3.2900	114.321
03/01/2038	1,935M	5.0000	3.4100	113.238

Total Interest Cost:	$5,843,666.67
Premium:	$1,765,451.60
Net Interest Cost:	$4,078,215.07
TIC:	3.243802

Time Last Bid Received On:03/17/2026 10:13:20 CDST

MISSISSIPPI TRANSPORTATION COMMISSION
STRATEGIC MULTI-MODAL INVESTMENTS FUND AGREEMENT
Project No. SMIFA-0068-0226
George M Bryan Field

This AGREEMENT is made and entered into by and between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi ("COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), and City of Starkville ("RECIPIENT"), effective as of the date of the last execution below.

WHEREAS, Section 65-1-901, Miss. Code Ann. (1972) as amended, establishes the Strategic Multi-Modal Investments Fund ("SMIF") and authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for the development and improvement of transportation projects; and

WHEREAS, the RECIPIENT has submitted an application for Federal and/or State MULTI-MODAL Funds (hereinafter "APPLICATION") to the COMMISSION for financial assistance to be expended by or on behalf of the RECIPIENT in support of a project consisting of the following:

Construct Corporate Hangar and Apron

Maximum SMIF Amount: **$542,000**

hereinafter referred to as the "PROJECT," a brief description together with the funding structure and special provisions of which is incorporated herein by reference and made part of this AGREEMENT as Attachment A.

Such PROJECT may be more fully described in the APPLICATION, capital replacement plan, budget/estimate and/or approved Federal/State grant on file in the MDOT offices, which, as applicable, are incorporated herein by reference; and

WHEREAS, the COMMISSION has approved the PROJECT funding structure as indicated in Attachment A, and the amount of SMIF funds for this PROJECT shall not exceed $ 542,000.

NOW, THEREFORE, in furtherance thereof, the parties hereto do agree as follows:

SECTION I
Responsibilities of the Parties

As a condition of this AGREEMENT and as consideration for same, the RECIPIENT agrees to the following terms and conditions:

A. The RECIPIENT will not expend less than the amount shown in ATTACHMENT A as the RECIPIENT'S share of the PROJECT, unless a lesser amount is required to complete the PROJECT or is subsequently approved by the MDOT.

B. The RECIPIENT will carry out and complete the PROJECT in accordance with the approved APPLICATION, budget/estimate, plans, specifications, or contracts for

the transportation PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION and/or MDOT, as appropriate.

C. The RECIPIENT will provide reports in a format and schedule as may be requested by MDOT for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner may be considered as the basis for the COMMISSION to cancel this award and withdraw these funds.

D. The RECIPIENT will ensure that all funds awarded through this AGREEMENT are expended in accordance with all applicable Federal/State cost principles as well as applicable Federal and State procurement laws, regulations, or other program guidance.

E. The RECIPIENT shall not submit requests for reimbursement from SMIF monies for any PROJECT expenditures made prior to the award of the SMIF monies and execution of this AGREEMENT.

F. The RECIPIENT will at all times comply with all applicable Federal and State regulations, policies, procedures and directives, including the applicable Certifications and Assurances to be executed by the RECIPIENT as a part of grant awards and/or other agreements with the COMMISSION that relate to this PROJECT.

G. The RECIPIENT will establish and maintain financial records of the PROJECT in accordance with applicable Federal and/or State audit requirements and make them available to personnel of the COMMISSION and/or MDOT upon request.

H. The RECIPIENT will operate and maintain in a safe and serviceable condition, all real, personal, and/or mixed property, including but not limited to vehicles and equipment (hereinafter, as combined, to be referred to as "PROJECT PROPERTY") that is purchased or improved in whole or in part with funds provided by this AGREEMENT.

I. The RECIPIENT will grant and does hereby grant to the COMMISSION and/or MDOT the right and opportunity to inspect any PROJECT PROPERTY financed in whole or in part by this AGREEMENT, to audit any records connected to this PROJECT, and to review the RECIPIENT'S processes, procedures, and use of said property.

J. The RECIPIENT will dispose of all PROJECT PROPERTY financed in whole or in part by this AGREEMENT in accordance with the applicable property management and disposition policies and procedures to the satisfaction of the COMMISSION and/or MDOT.

K. The RECIPIENT will dispose of all proceeds resulting from the sale of any PROJECT PROPERTY financed in whole or in part by this AGREEMENT in accordance with written guidance from MDOT.

L. The approved funding structure for the PROJECT is set forth in Attachment A. The RECIPIENT is solely responsible for any costs of the PROJECT that exceed any

of the specific amounts listed in Attachment A, either by individual funding source or in total. Under no circumstances shall the COMMISSION'S total share of the PROJECT exceed the amount stated in Attachment A. The COMMISSION has no funds available for the PROJECT other than the sources and amounts indicated in Attachment A.

M. The RECIPIENT shall be solely responsible for securing all other funding for the PROJECT in excess of the amount of the SMIF award, and shall provide documentation in a form acceptable to MDOT on or before December 31, 2027, demonstrating that 100% of the PROJECT funding has been secured. Failure to secure all funding by this date will result in the termination of this AGREEMENT as of December 31, 2027.

N. The RECIPIENT is eligible for **45.02 %** reimbursement for pre-construction expenditures on the PROJECT; provided, however, that no reimbursements for any activities under this AGREEMENT, including pre-construction, shall be made until: (1) 100% of the funding for the completion of the PROJECT has been secured, and (2) the RECIPIENT has provided documentation of full funding in a form acceptable to MDOT. The RECIPIENT assumes the risk of any amounts expended on the PROJECT prior to securing sufficient funding for the completion of the PROJECT.

The COMMISSION in discharge of its responsibilities hereunder agrees to reimburse the RECIPENT an amount up to $542,000 from the Strategic Multi-Modal Investments Fund, as may be appropriate for expenses incurred in accomplishing the PROJECT. The amount reimbursed by the COMMISSION from the Strategic Multi-Modal Investments Fund shall not exceed this amount.

SECTION II
Purchase of Property, Goods, or Services

The purchase of all PROJECT PROPERTY, and/or goods and services, financed in whole or in part pursuant to this AGREEMENT shall be in accordance with the applicable Federal and State laws and procurement regulations, including State competitive bidding procedures.

MDOT, after conferring with the appropriate Federal agency, may impose additional specific requirements governing the acquisition, use, or disposition of PROPERTY purchased with Federal funds.

SECTION III
Title to Project Property

If applicable, MDOT may require the RECIPIENT to provide and/or execute the following in a form acceptable to MDOT, with respect to the title to PROJECT PROPERTY acquired as a result of this AGREEMENT.

A. Proof that the title to PROJECT PROPERTY held in RECIPIENT'S name lists the Commission as a first-lien holder;

B. A security agreement perfecting MDOT's security interest in the PROJECT PROPERTY;

C. A Deed of Trust recorded in the county land records where the real property is located;

D. If the RECIPIENT is a non-governmental entity, a conveyance of RECIPIENT'S executive power to transfer any interest in the real property until its obligations under this AGREEMENT are fulfilled; and

E. If the RECIPIENT is a governmental entity, a Notice of Federal/State Interest recorded in the county land records where the real property is located, in lieu of C and D above.

SECTION IV
Use of Project Property

Use of PROJECT PROPERTY is subject to the following conditions:

A. The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in the approved APPLICATION and this AGREEMENT. If any such property is not used in such manner or is withdrawn from service for more than ninety (90) days, the RECIPIENT shall notify MDOT in writing and shall dispose of such PROPERTY in accordance with guidance from MDOT.

B. In the event of the RECIPIENT'S non-compliance with the provisions of this section, the COMMISSION and/or MDOT as applicable shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding or discontinuing further reimbursements or other funding; and/or

(2) Cancellation, termination, or suspension of this AGREEMENT in whole or in part.

C. The RECIPIENT shall keep satisfactory records with regard to the use of the PROJECT PROPERTY and shall submit to MDOT upon request such information as is required.

D. The RECIPIENT shall neither use nor permit the PROJECT PROPERTY provided hereunder to be used for any illegal or unlawful purpose or in an unlawful manner or otherwise subject the said property to confiscation. The RECIPIENT agrees to reimburse the COMMISSION for the fair, retail market value in the event that the PROJECT PROPERTY is confiscated while in the possession or control of the RECIPIENT, together with other such expenses or losses that the COMMISSION may incur as a result thereof, including attorney fees.

SECTION V
Encumbrance of Project Equipment or Real Property

Except as provided in Section III of this AGREEMENT, the RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal/State interest in any PROJECT PROPERTY, nor shall it obligate itself in any other

manner, with any third party with respect to such property, unless such lease, pledge, mortgage, lien, contract, or other obligation is expressly authorized in writing by MDOT; nor shall the RECIPIENT, by any act or omission of any kind, adversely affect the Federal/State interest or impair its continuing control over the use of said PROJECT PROPERTY. The RECIPIENT shall provide a copy of the legal instrument(s)/document(s) evidencing any such encumbrance of the PROJECT PROPERTY to MDOT within 30 days of final execution.

SECTION VI
Records and Maintenance of Project Property

For the useful life of the PROJECT PROPERTY, the RECIPIENT shall maintain the said property at a high level of cleanliness, safety, and mechanical soundness. The RECIPIENT must maintain a PROJECT PROPERTY equipment inventory and a formal maintenance program. Property records must include a description of the property, vehicle identification number, if applicable, source, cost, acquisition date, percent of Federal/State participation, detailed maintenance records, and any disposition data.

SECTION VII
Insurance

By executing this AGREEMENT, the RECIPIENT is certifying that it has met all insurance obligations under the AGREEMENT, as specified hereto in Attachment B. The RECIPIENT shall obtain insurance coverage adequate to protect PROJECT PROPERTY, as well as public liability insurance that shall remain in effect at all times during the useful life of the PROJECT PROPERTY. It is the RECIPIENT'S responsibility to warrant that its sub-contractors maintain said coverage in accordance with the Commission's requirements as specified in Attachment B. Upon request, the recipient will promptly provide MDOT with proof of coverage and/or a copy the policies for the required coverages.

SECTION VIII
Disposition of Property

The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in Section IV of this AGREEMENT. If, at any time during the duration of this PROJECT, any PROPERTY with remaining useful life is not being used as described above, the RECIPIENT shall notify the COMMISSION in writing and, after concurrence by the COMMISSION and/or MDOT, shall dispose of such PROPERTY in accordance with applicable laws, regulations, policies, and procedures as may be approved by MDOT.

SECTION IX
Invoicing and E-Payment Paymode-X

RECIPIENT invoices shall be submitted using the processes and procedures identified by MDOT. Unless otherwise requested, RECIPIENT shall submit all invoices for this AGREEMENT via email to designated contact listed in Article XII below.

With respect to payment, procedures for new RECIPIENTS may be found in the Mississippi Department of Finance and Administration's Mississippi Agency Accounting Policies and Procedures (MAAPP) Manual in the Vendor File Maintenance Sections 11.20.10, 17.20.05, and 17.10.10 and in the related section on requirements for requesting an exemption from electronic payment found in Section 17.10.20. RECIPIENT understands that RECIPIENT must be enrolled

in Paymode-X e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless RECIPIENT has applied for and been granted an exemption. RECIPIENT may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the Mississippi Management and Reporting System's (MMRS) Call Center at (601) 359-1343. Payments by State Agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the RECIPIENT'S choice. RECIPIENT understands that the COMMISSION is exempt from the payment of taxes. All payments shall be in United States Currency.

SECTION X
Payment of Reimbursements

Payments pursuant to this award will be made only as reimbursement for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing the PROJECT. Reimbursement shall be calculated as a percentage of the eligible expenses on each invoice, as set forth in Attachment A.

Pursuant to Section 65-1-901, Miss. Code Ann. (1972), as amended, under no circumstances shall SMIF monies be used to reimburse any amount that has been expended on the PROJECT prior to the award of such monies to the RECIPIENT and execution of this AGREEMENT.

The RECIPIENT shall not submit requests for reimbursement from SMIF monies for any PROJECT expenditures made prior to the award of the SMIF monies and execution of this AGREEMENT.

Final payment will be made after review and approval by MDOT of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The COMMISSION reserves the right to amend or withdraw this award at any time prior to final execution of this AGREEMENT.

SECTION XI
Applicable Law/Severability

This AGREEMENT shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void. If any term or provision of this AGREEMENT is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION XII
Availability of Funds

It is expressly understood and agreed that the obligation of the COMMISSION to proceed under this AGREEMENT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of State funds, as provided by Section 27-104-

25 of the Mississippi Code.

If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient as a result of the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, then this AGREEMENT shall be suspended automatically without any notice to RECIPIENT or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. RECIPIENT is responsible for monitoring the actions of the Mississippi Legislature in its enactment of, or its failure to enact, any budget appropriation for MDOT for the ensuing Fiscal Year, and for monitoring MDOT website at http://www.gomdot.com for any such notices.

In the event that said suspension is necessary, RECIPIENT shall take all necessary steps to minimize the incurrence of costs allocable to the suspension, and advise all sub-recipients and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then COMMISSION may, at its discretion, elect to extend the suspension and/or issue a stop work order or terminate this AGREEMENT as provided below.

If a suspension is not canceled and the work covered by such suspension is terminated, the RECIPIENT may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIII
Stop Work Order/Termination for Lack of Funding

The COMMISSION may issue a stop work order or terminate this AGREEMENT for lack of funding in the following manner:

A. The COMMISSION may, by written order to the RECIPIENT at any time, and without notice to any surety, require the RECIPIENT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the RECIPIENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the RECIPIENT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the COMMISSION shall either:

(1) Cancel the stop work order; or

(2) Terminate the work covered by such order according to and as provided elsewhere in this AGREEMENT.

Prior to the COMMISSION'S taking official action to stop work under this AGREEMENT, the Executive Director of MDOT may notify the RECIPIENT, in writing, of MDOT's intentions to ask the COMMISSION to stop work under this AGREEMENT. Upon notice from the Executive Director of MDOT, RECIPIENT shall suspend all activities under this AGREEMENT, pending final action by the COMMISSION.

B. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the RECIPIENT shall have the right to resume work. If the COMMISSION decides that it is justified, an appropriate adjustment may be made to the delivery schedule. If the stop work order results in an increase in the time required for or in the RECIPIENT'S cost properly allocable to the performance of any part of this AGREEMENT and the RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this AGREEMENT may be made by written modification of this AGREEMENT as provided by the terms of this AGREEMENT.

C. If a stop work order is not canceled and the work covered by such order is terminated, the RECIPIENT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the COMMISSION shall be liable only for the costs, fees, and expenses for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT in the packaging and shipment of all documents covered by this AGREEMENT to the COMMISSION. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

D. If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient due to the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, the COMMISSION shall have the right, upon ten (10) days' written notice to the RECIPIENT, to terminate this AGREEMENT without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIV
Responsibilities for Claims and Liability

Non-governmental RECIPIENTS shall defend, indemnify, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge, expense, or reasonable attorney fees (including, but not limited to, any type of

environmental claim, loss, damage cost charge, or expense), to the extent caused by any act, actions, negligence, or omission by the RECIPIENT, its agents, employees, or sub-recipients during the performance of this AGREEMENT, whether direct or indirect. Neither the RECIPIENT nor any of his agents or sub-recipients will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents, or employees.

A non-governmental RECIPIENT'S obligation under this section shall be initiated by the COMMISSION'S notice of claim for indemnification to RECIPIENT. At the COMMISSION'S option, the RECIPIENT shall defend or participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien, or suit and any related settlement negotiations. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of provision by the RECIPIENT. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify all RECIPIENTS in writing as soon as practicable after receipt or notice of any claim involving RECIPIENT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

All RECIPIENTS, whether public or otherwise, agree to notify the COMMISSION of any event encountered in the course of performance of this AGREEMENT which results in injury to any person or property, or which may otherwise subject the RECIPIENT or the COMMISSION or its officers, agents, or employees to liability. The RECIPIENT shall report any such event to the COMMISSION immediately upon discovery. Reporting to the COMMISSION under this section shall not excuse or satisfy any obligation of the RECIPIENT to report any event to law enforcement or other entities under the requirements of any applicable law.

All notices, communications, and correspondence between the COMMISSION and/or MDOT and the RECIPIENT shall be directed to the contact person shown at Section XXI below.

SECTION XV
Immigrant Status Certification/E-Verify

RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. RECIPIENT agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. RECIPIENT understands and agrees that any breach of these warranties may subject RECIPIENT to the following: (a) termination of this AGREEMENT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice

of such cancellation/termination being made public, or (b) the loss of any license, permit, certification, or other document granted to RECIPIENT by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, RECIPIENT would also be liable for any additional costs incurred by the State due to AGREEMENT cancellation or loss of license or permit. The RECIPIENT is required to provide the certification incorporated herein and attached hereto as Attachment C to this AGREEMENT to the COMMISSION verifying that the RECIPIENT and sub-recipient(s), if any, are registered and participating in E-Verify prior to execution of this AGREEMENT.

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this AGREEMENT is intended, nor shall it be construed, to give rise to a third-party beneficiary claim on the person or entity not a party hereto.

SECTION XVI
Disputes

Any dispute concerning a question of fact in connection with this AGREEMENT which is not disposed of by agreement shall be arbitrated by the Executive Director of MDOT or such person as the Executive Director may designate. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within fifteen (15) days from the date of receipt of the decision, the RECIPIENT submits a written request for review of the decision. In that event, the RECIPIENT shall be provided an opportunity to be heard on the review and offer evidence in support of the RECIPIENT'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent, or was capricious.

Until a final determination is made, the RECIPIENT shall proceed forthwith with the performance of the RECIPIENT'S duties under this AGREEMENT pursuant to the Executive Director's decision.

SECTION XVII
Termination of Agreement

This AGREEMENT may be terminated at any time by mutual written consent of both parties. If the AGREEMENT is terminated by mutual consent, the COMMISSION'S obligations and liability shall be limited solely to payment of any reimbursement due to RECIPIENT under this AGREEMENT for eligible expenses incurred prior to the termination date, as determined by MDOT. Any unspent SMIF monies will automatically revert to the COMMISSION.

In addition to all other provisions for termination set forth herein, the COMMISSION shall have the absolute right to terminate this AGREEMENT at any time for the following reasons:

A. failure to perform any of the scheduled duties as set out herein;

B. performing or accepting unacceptable work, or neglecting or refusing to remove

materials or to perform anew such work as may be rejected as unacceptable;

C. discontinuing the prosecution of the work;

D. subcontracting or assigning the RECIPIENT'S obligations under the AGREEMENT without the prior written consent of MDOT.

E. unnecessary delay in completing the duties under this AGREEMENT;

F. violation by the RECIPIENT of any law of the State of Mississippi or any law of the United States of America;

G. becoming insolvent, being declared bankrupt, filing for protection under any chapter of the U.S. Bankruptcy Code, or committing any act of bankruptcy or insolvency;

H. allowing a final judgement to stand unsatisfied;

I. making an assignment of the benefit of creditors;

J. failure to provide and maintain the policies of insurance as required by this AGREEMENT; or

K. failure for any other causes whatsoever to carry on the work or materially fulfill the RECIPIENT'S obligations under this AGREEMENT in an acceptable manner.

The above list of circumstances constituting material breach is not intended to be all-inclusive and in no way restricts the COMMISSION from terminating this AGREEMENT for any material breach recognized by the Courts, State or Federal.

Termination under this Section shall be accomplished in writing to the RECIPIENT setting out the basis for said termination and the effective date of said termination. Prior to termination for reasons A, B, C, D, E or I above, the COMMISSION must show that MDOT has notified the RECIPIENT of the deficient performance and given the RECIPIENT at least fifteen (15) days to cure the deficiencies, unless said deficiencies are such that they may cause irreparable harm to PROJECT PROPERTY or public safety.

If the RECIPIENT enters into bankruptcy, voluntarily or involuntarily, any PROPERTY, or proceeds resulting from the sale thereof, purchased or financed in whole or in part with funds provided by this AGREEMENT shall not be an asset to the RECIPIENT.

In the event of a termination for any reason, the COMMISSION'S obligations and liability shall be limited solely to payment of any reimbursement due RECIPIENT under this AGREEMENT for eligible expenses incurred prior to the termination date, as determined by MDOT. Any unspent SMIF monies will automatically revert to the COMMISSION.

SECTION XIX
General Provisions

This AGREEMENT, together with the APPLICATION and Attachments hereto and any other documents incorporated by reference herein, constitutes the sole and entire SMIF AGREEMENT between the COMMISSION and the RECIPIENT with respect to the use of Strategic Multi-Modal Investment Fund monies for this PROJECT and supersedes any and all prior agreements, discussions, and negotiations between the COMMISSION and the RECIPIENT.

This AGREEMENT shall become effective upon the date of latest execution below and shall remain in effect for twenty-four (24) consecutive months thereafter. Any unspent funds remaining at the expiration or termination of this AGREEMENT shall automatically revert to the COMMISSION.

If otherwise allowed by law, MDOT may waive (in whole or in part) any requirement in this AGREEMENT, to the extent the RECIPIENT may be subject to conflicting federal requirements/assurances. Any such waiver must be in writing.

The COMMISSION executes all its orders and directives through the duly appointed Executive Director and the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION and/or MDOT pursuant to the PROJECT identified in this AGREEMENT shall be directed to the contact person shown at Section XXI below, and shall reference this PROJECT number.

SECTION XX
Agreement Changes

Modifications, changes, or amendments to this AGREEMENT may only be made upon mutual written agreement signed by both parties hereto.

Minor changes in the AGREEMENT which do not involve changes in any of the following: the maximum SMIF Amount, extensions of time, changes in the scope of work for the PROJECT, or changes in the goals and objectives of this AGREEMENT, may be made by written notification of such change by either party to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

SECTION XXI
Notice, Key Personnel, and Designated Agents

The RECIPIENT agrees that contact person(s) identified below as assigned to phases hereunder as set forth in this AGREEMENT shall not be changed or reassigned without prior approval of MDOT. If prior approval is impossible, the RECIPIENT shall give notice to MDOT as soon as practicable, and by subsequent review MDOT may approve or disapprove the action. The COMMISSION'S contact person(s) may be changed by written notice to the RECIPIENT from MDOT. For purposes of implementing this section and all other sections of this AGREEMENT with regard to notice, the individuals listed below are herewith designated as agents for the respective parties. Any notice required or permitted to be given under this AGREEMENT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

Commission:
Director of Aeronautics & Rails
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850
Telephone: 601-359-7850
Facsimile: 601-359-7855

Recipient:
_____
_____
_____
_____
Telephone: _____
Facsimile: _____

THIS SPACE LEFT BLANK INTENTIONALLY

The RECIPIENT acknowledges that it has carefully read and understands the AGREEMENT in its entirety, and by executing the AGREEMENT the RECIEPENT intends to be bound by ALL terms and conditions stated herein.

By executing this AGREEMENT the RECIPIENT agrees to use SMIF money in accordance with the approved PROJECT purposes stated within the APPLICATION and AGREEMENT.

For the faithful performance of the terms of this AGREEMENT, the parties hereto have caused this AGREEMENT to be executed by their undersigned authorized representatives and the parties hereto represent that they have the authority to enter into this AGREEMENT.

WITNESS my signature in execution hereof this the 17th day of March, 2026

City of Starkville
Recipient

By: _____
Signature

Attest: _____
Title

WITNESS my signature in execution hereof this the ____ day of _____, 20__.

MISSISSIPPI TRANSPORTATION COMMISSION, BY AND THROUGH ITS DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____
Brad White, Executive Director

MTC Award: Book _____,
Page No. _____

Attachment A

Attached to and made a part of that certain SMIF AGREEMENT, Project Number SMIFA-0068-0226, executed by and between the Mississippi Transportation Commission and recipient(s) City of Starkville for the purpose of setting forth the PROJECT description (including projected completion date and milestones), Funding Structure, and applicable special provisions.

Project Name: Construct Corporate Hangar and Apron

FUNDING STRUCTURE: The following funding sources and amounts have been approved by the COMMISSION, subject to the specific requirements for each funding source:

George M Bryan Field			
SMIF	**Local**	**Federal**	**Other**
$542,000.00	**$60,424.00**	**$586,000.00**	**$15,421.00**

Reimbursement shall be made at a rate of **45.02 %** of the eligible expenses on each invoice.

The COMMISSION has no funds available for the Project other than the sources and amounts indicated above. The RECIPIENT is solely responsible for any and all costs of the PROJECT that exceed the specific amounts listed above, either by individual funding source or in total. Under no circumstances shall the COMMISSION'S total share of the PROJECT exceed $ 542,000.

The RECIPIENT shall be solely responsible for securing all other funding for the PROJECT in excess of the amount of the SMIF award, and shall provide documentation in a form acceptable to MDOT on or before December 31, 2027, demonstrating that 100% of the PROJECT funding has been secured. Failure to secure all funding by this date will result in the termination of this AGREEMENT as of December 31, 2027.

The RECIPIENT is eligible for **45.02 %** reimbursement for pre-construction expenditures on the PROJECT; provided, however, that no reimbursements for any activities under this AGREEMENT, including pre-construction, shall be made until: (1) 100% of the funding for the completion of the PROJECT has been secured, and (2) the RECIPIENT has provided documentation of full funding in a form acceptable to MDOT. The RECIPIENT assumes the risk of any amounts expended on the PROJECT prior to securing sufficient funding for the completion of the PROJECT.

SPECIAL PROVISIONS:

Unless requested otherwise by MDOT, the RECIPIENT shall furnish quarterly progress reports to the designated COMMISSION contact person shown at Section XXI above. A sample progress report may be requested by the RECIPIENT in the same manner.

Attachment B

Attached to and made a part of that certain SMIF AGREEMENT, Project Number SMIFA-0068-0226, executed by and between the Mississippi Transportation Commission and recipient(s) City of Starkville for the purpose of setting forth the requirements for insurance for the project.

The RECIPIENT shall obtain or shall cause its sub-contractor/sub-recipient or agent to obtain insurance adequate to protect the PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROJECT PROPERTY purchased or improved with SMIF monies. The minimum coverage shall be as follows:

A. Comprehensive general liability insurance in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations;

B. Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence, covering bodily injury and death and property damage, if applicable;

C. Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars ($50,000.00);

D. Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi;

E. Jones Act coverage, if applicable, in an amount sufficient to comply with the requirements of 46 U.S.C. Section 30104; and

F. Longshoremen and Harbor Workers' compensation coverage, if applicable, in an amount sufficient to comply with the requirements of 33 U.S.C. Section 901.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi and shall include an endorsement providing substantially as follows:

> Insurer may not cancel this policy, modify or amend its terms, or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend, or reduce the coverage.

It is the responsibility of the RECIPIENT to ensure its sub-contractors maintain adequate insurance coverage required under the AGREEMENT.

Upon request, the recipient will promptly provide MDOT with proof of coverage and/or a copy the policies for the required coverages.

The RECIPIENT certifies by executing this AGREEMENT that all insurance requirements referenced herein are met and shall remain in effect at all times during the useful life of the PROJECT PROPERTY.

Attachment C

RECIPIENT EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any consultant(s)/sub-consultant(s) and/or contractor/sub-contractor(s) in connection with the performance of this AGREEMENT, the undersigned will secure from each such sub-recipient(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this AGREEMENT.

403525
EEV* Company Identification Number [Required]

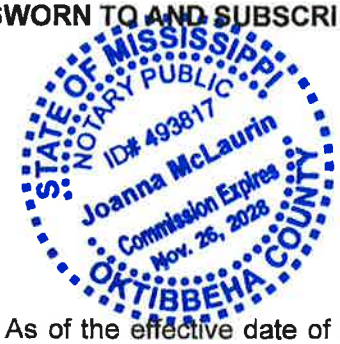
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the AGREEMENT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the AGREEMENT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ 3/17/26
Authorized Officer of Agent — Date

Lynn Spruill — Mayor

Printed Name of Authorized Officer or Agent of Recipient — Title of Authorized Officer or Agent of Recipient

SWORN TO AND SUBSCRIBED before me on this the 17th day of March, 2026



Joanna McLaurin
NOTARY PUBLIC

My Commission Expires: November 26, 2028

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

8. **CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER FOR HANNON LLC FOR THE BENTBROOK RIDGE STREET FLUME PROJECT IN THE AMOUNT OF $27,968.15.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the summary change order for Hannon LLC for the Bentbrook Ridge Street flume project in the amount of $27,968.15" is enumerated, this consent item is thereby approved.

9. **CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER FOR HANNON LLC FOR THE 601 SOUTH JACKSON STREET ADA IMPROVEMENTS PROJECT IN THE AMOUNT OF $14,551.30.**

   Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval the summary change order for Hannon LLC for the 601 South Jackson Street ADA Improvements Project in the amount of $14,551.30" is enumerated, this consent item is thereby approved.

10. **CONSIDERATION OF APPROVING TASK ORDER #4 WITH NEEL-SCHAFFER, INC. TO CONDUCT A TOPOGRAPHIC AND BOUNDARY SURVEY OF CITY BLOCK 18A FOR A NOT TO EXCEED FEE OF $11,000.**

    Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of task order #4 with Neel-Schaffer, inc. to conduct a topographic and boundary survey of city block 18A for a not to exceed fee of $11,000" is enumerated, this consent item is thereby approved.

11. **CONSIDERATION OF APPROVING THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION, LLC FOR THE SUDDUTH BUS STOP IMPROVEMENTS PROJECT IN THE AMOUNT OF $38,400.00.**

    Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the low quote from Groundstone Construction, LLC for the Sudduth Bus Stop Improvements Project in the amount of $38,400.00" is enumerated, this consent item is thereby approved.

12. **ACCEPTANCE OF THE FEBRUARY 2026 FINANCIAL STATEMENTS.**

    Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the February 2026 financial statements" is enumerated, this consent item is thereby approved.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

Approved Quote

25081- Bentbrook Ridge Street Flume

Cost Estimate - 12/23/2025

Base Quote

Pay Item No.	Pay Item	Estimated Quantity	Unit	Engineering Estimate		Groundstone Construction		**Hannon LLC**	
				Estimated Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Saw Cut for Demolition, Full depth	206	LF	$ 15.00	$ 3,090.00	$ 10.00	$ 2,060.00	$ 15.00	$ 3,090.00
2	Removal of Curb and Gutter (All Types)	45	LF	$ 20.00	$ 900.00	$ 45.00	$ 2,025.00	$ 25.00	$ 1,125.00
3	Removal of Asphalt Pavement, All Depths	28	SY	$ 20.00	$ 560.00	$ 65.00	$ 1,820.00	$ 25.00	$ 700.00
4	15" RCP (includes Bedding Materials per detail)	42	LF	$ 80.00	$ 3,360.00	$ 200.00	$ 8,400.00	$ 124.25	$ 5,218.50
5	Install Grate Inlet/Frame and MDOT SS-3 Style Catch Basin	1	LS	$ 6,000.00	$ 6,000.00	$ 10,450.00	$ 10,450.00	$ 5,500.00	$ 5,500.00
6	Concrete Pavement 6" with fiber reinforcement (includes Flume and Gutter)	38	SY	$ 150.00	$ 5,700.00	$ 203.00	$ 7,714.00	$ 185.00	$ 7,030.00
7	Size 610 Crushed Stone Base (as needed for unsuitable subgrade)	10	TON	$ 160.00	$ 1,600.00	$ 125.00	$ 1,250.00	$ 75.00	$ 750.00
8	Mobilization	1	LS	$ 2,121.00	$ 2,121.00	$ 500.00	$ 500.00	$ 2,500.00	$ 2,500.00
				Estimate Total =	$ 23,331.00	Quote Total =	$ 34,219.00	Quote Total =	**$ 25,913.50**
								LOW QUOTE	

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.

Steph Kachelm

PAY REQUEST / INVOICE

INVOICE NUMBER: 21541-1

Estimate Number: One (1)
Estimate Period Ending Date: 3/5/26

Original, Approved Quantities

Actual, As-Built Quantities

Prime Contractor: Hannon, LLC
33 Sagamore Circle
Columbus, MS 39705

Project #: 25081
Project Title: Bentbrook Ridge Street Flume
Our Job # 21541 **% Complete:** 142.23%

Pay Item	Desciprtion	Contract Quantity	Previous Quantity	Current Quantity	Allowed to Date	Unit of Measure	Unit Price	Amount
1	Saw Cut for Demolition, Full Depth	206	0	138	138	LF	$ 15.00	$ 2,070.00
2	Removal of Curb and Gutter (All Types)	45	0	40	40	LF	$ 25.00	$ 1,000.00
3	Removal of Asphalt Pavement, All Depths	28	0	45.78	45.78	SY	$ 25.00	$ 1,144.50
4	15" RCP (includes sand/crushed stone bedding)	42	0	40	40	LF	$ 124.25	$ 4,970.00
5	Install Grate Inlet/Frame and MDOT SS-3 Catch Basin	1	0	1	1	LS	$ 5,500.00	$ 5,500.00
6	Concrete Pavement 6" Depth with Fiber (includes Curb & Flume)	38	0	58.29	58.29	SY	$ 185.00	$ 10,783.65
7	Size 610 Crushed Stone Base	10	0	0	0	TON	$ 75.00	$ -
8	Mobilization	1	0	1	1	LS	$ 2,500.00	$ 2,500.00
							Estimate Total:	$ 27,968.15

Other Additions / Deductions:

Other Additions / Deductions Total: $ -

Final Invoice Amount

NOTES:

APPROVED
By Cody A. Burnett, PE at 10:20 am, Mar 06, 2026

Current Retainage	$	-
Previous Retainage	$	-
Retainage this Estimate	$	-

	Estimate Total:	$ 27,968.15
0.00%	**Retainage:**	$ -
0.00%	**Tax & Bond:**	$ -
	Subtotal:	$ 27,968.15
	Other Addition/Deduction:	$ -
	LESS-Previous Payments:	$ -
	Total Due this Estimate:	$ 27,968.15

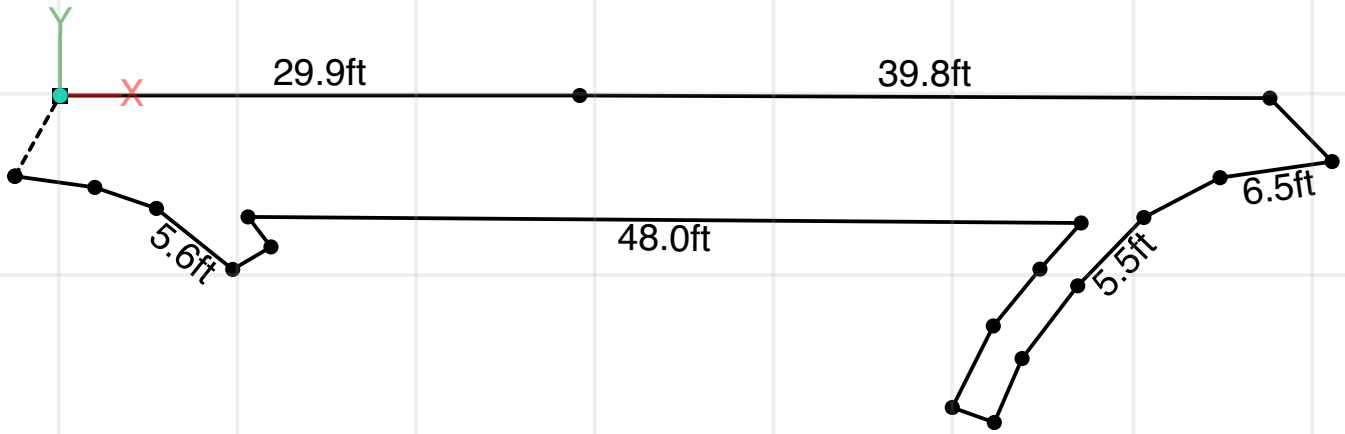
Original Quote = $25,913.50
Total Cost = $27,968.15
Amount to be paid this invoice = $25,913.50
Amount pending for Board of Aldermen Approval on 3/17/26 = $2,054.65
Expense Account #: 300-000-948-874

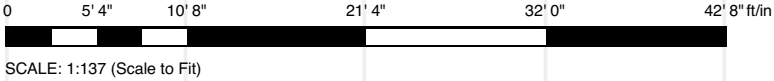
ATP = $25,913.50

STARKVILLE BENTBROOK : CONCRETE : PLAN VIEW

188.7ft (530.6ft²)

Created on 02 Mar 2026





SCALE: 1:137 (Scale to Fit)

measured with moasure

CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

25065 - 601 S Jackson St ADA Improvements

Bid Tabulation - November 25, 2025

				Engineer's Estimate		**Hannon, LLC**		GroundStone Construction	
Pay Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
202-B082	Removal of Concrete Sidewalks, Driveways, Curb & Gutter, All Depths	41	SY	$ 40.00	$ 1,640.00	$ 50.00	$ 2,050.00	$ 50.00	$ 2,050.00
216-A001	Solid Sodding	50	SY	$ 25.00	$ 1,250.00	$ 25.00	$ 1,250.00	$ 25.00	$ 1,250.00
203-G002	Excess Excavation, LVM	10	CY	$ 50.00	$ 500.00	$ 50.00	$ 500.00	$ 75.00	$ 750.00
304-F002	Size 610 Crushed Stone Base	8	TON	$ 180.00	$ 1,440.00	$ 150.00	$ 1,200.00	$ 150.00	$ 1,200.00
503-C010	Saw Cut, Full depth	45	LF	$ 20.00	$ 900.00	$ 25.00	$ 1,125.00	$ 20.00	$ 900.00
907-504-A004	6" Concrete Driveway, with Fiber Reinforcement	25	SY	$ 200.00	$ 5,000.00	$ 135.00	$ 3,375.00	$ 150.00	$ 3,750.00
608-B001	4" Concrete Sidewalk, With Fiber Reinforcement	20	SY	$ 140.00	$ 2,800.00	$ 115.00	$ 2,300.00	$ 120.00	$ 2,400.00
609-D001	24" Type 1 Curb & Gutter	5	LF	$ 40.00	$ 200.00	$ 50.00	$ 250.00	$ 100.00	$ 500.00
618-A001	Maintenance of Traffic	1	LS	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 750.00	$ 750.00
620-A001	Mobilization	1	LS	$ 1,300.00	$ 1,300.00	$ 1,000.00	$ 1,000.00	$ 1,550.00	$ 1,550.00
				Base Bid Total=	$ 15,530.00		**$ 14,550.00**		$ 15,100.00
						LOW BID			

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.

Signature

Approved Quote

PAY REQUEST / INVOICE

INVOICE NUMBER: 21539-1

Estimate Number: One (1)
Estimate Period Ending Date: 3/5/26

Prime Contractor: Hannon, LLC
33 Sagamore Circle
Columbus, MS 39705

Original, Approved Quantities

Actual, As-Built Quantities

Project #: 25065
Project Title: 601 S. Jackson St ADA Improvements
Our Job # 21539 **% Complete:** 100.01%

Pay Item	Desciprtion	Contract Quantity	Previous Quantity	Current Quantity	Allowed to Date	Unit of Measure	Unit Price	Amount
1	Removal of Concrete Sidewalk, Driveway, Curb & Gutter	41	0	41.0	41.0	SY	$ 50.00	$ 2,050.00
2	Solid Sodding	50	0	24	24	SY	$ 25.00	$ 600.00
3	Excess Excavation, LVM	10	0	10.0	10.0	CY	$ 50.00	$ 500.00
4	Size 610 Crushed Stone Base	8	0	9.89	9.89	TON	$ 150.00	$ 1,483.50
5	Saw Cut, Full Depth	45	0	49	49	LF	$ 25.00	$ 1,225.00
6	6" Concrete Driveway, with Fiber Reinforcement	25	0	26.61	26.61	SY	$ 135.00	$ 3,592.35
7	4" Concrete Sidewalk, with Fiber Reinforcement	20	0	18.83	18.83	SY	$ 115.00	$ 2,165.45
8	24" Type 1 Curb & Gutter	5	0	8.70	8.70	LF	$ 50.00	$ 435.00
9	Maintenance of Traffic	1	0	1	1	LS	$ 1,500.00	$ 1,500.00
10	Mobilization	1	0	1	1	LS	$ 1,000.00	$ 1,000.00
							Estimate Total:	$ 14,551.30

Other Additions / Deductions:

Other Additions / Deductions Total: $ -

NOTES:

APPROVED
By Cody A. Burnett, PE at 10:26 am, Mar 06, 2026

Current Retainage	$	-
Previous Retainage	$	-
Retainage this Estimate	$	-

Estimate Total:	$	14,551.30
0.00% **Retainage:**	$	-
0.00% **Tax & Bond:**	$	-
Subtotal:	$	14,551.30
Other Addition/Deduction:	$	-
LESS-Previous Payments:	$	-
Total Due this Estimate:	$	14,551.30

Final Invoice Amount

601 S. JACKSON

ROGERS GROUP

PORT OF COLUMBUS RESALE
1864 PORT ACCESS ROAD, COLUMBUS MS 39701

662 435-6314

Center 0726

Ticket#: 170996
02/26/2026 02:03:17 PM

PHONE NO. (256) 383-1645 PLEASE NOTE:'*' = MANUAL

Customer: 37568350

MDDOT Source AL60(L) AL14(L) AL46(L)
Trk. Max Legal Wt: 40000 lb

HANNON LLC

	Standard	Metric
Gross:	34040	
Tare:	14260	
Net:	19780	
Net Ton:	9.89	

Product: **#610 BASE STONE**
Job: **CITY OF STARKVILLE**
Location: **601 S. JACKSON ST & 905**
State Item Nbr: **610/825B**

PO Nbr: CITY OF STARKVILLE

Ordered By:
Order Nbr:

Hauler:

Truck: H051
Lic: B307959
Phy. Truck:
Loads: 1
Mt Acc Ton: 9.89
Acc. $

This is to certify that I have personally received the material described hereon as an agent of the Department of Highway and the quantity appears to be as stated on this ticket

Daphne Kirkley

State Project:

Project Nbr:
Q Nbr:
Zone:
Axle: 2

Task:
Cost Cntr:
Cost Oper:
Cost Acct:
Orig. Tck:
Src#:

FOB COLUMBUS

Copy: 2 of 4

102

WARNING: Avoid Prolonged Breathing of Crushed Stone. Exposure to dust may affect respiratory system, eyes and/or skin. Crushed stone may contain crystalline silica. Prolonged and repeated breathing of crystalline silica may cause a progressive lung disease called silicosis. Some researchers have reported that there is evidence that prolonged and repeated breathing of high levels of crystalline silica dust may cause lung cancer. **Handling:** Avoid prolonged inhalation of crushed stone dust. Minimize exposure through wetting or general ventilation. Appropriate protective equipment should be worn when high levels of dust are present. **First Aid:** For inhalation, move to fresh air and seek medical attention if irritation persists. For eye and skin contact, flush eyes with water, wash skin with soap and water and seek medical attention if irritation persists. For detailed information, see the material safety data sheet before using or handling this product. **Hot Asphalt and its vapors may be harmful to the skin, eyes and lungs. Handling:** Avoid breathing vapors and limit direct skin contact by using appropriate protective equipment. **First Aid:** For inhalation, Move to fresh air and seek medical attention. For eye and skin contact, flush with cold water and seek medical attention. For detailed information, see the material safety data sheet before using or handling this product. Suggested Delivery Route: RGI has attempted to locate the most efficient route for delivery as an aid to the Hauler. RGI makes no representation regarding the compatibility of the suggested route with and compliance with applicable state, federal and/or local maximum vehicle weight restrictions. As evidenced by signature, or departure from seller's facility, Carrier acknowledges that carrier is solely responsible for the accuracy of this vehicle's tare weight, axle weights and gross weight. Carrier shall be responsible for notifying seller when any truck or trailer has been overloaded so as to render out of compliance with any applicable weight limits. To the maximum extent allowed by law, carrier shall indemnify seller for any loss caused by overloading.

February 20, 2026

City of Starkville
ATTN: Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759

RE: STARKVILLE MASTER SERVICES AGREEMENT – TASK ORDER #4
CITY BLOCK 18A- TOPOGRAPHIC and BOUNDARY SURVEY

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for an hourly, not-to-exceed fee of $11,000.00.

All services proposed herein will be performed in accordance with the Master Services Agreement for Engineering and Professional Services dated December 18, 2024, between the City of Starkville and Neel-Schaffer, Inc. A copy of the executed agreement is attached for reference.

NSI will bill you monthly based on the amount of work completed, and upon receipt of your acceptance, we will proceed with the services. This Task Order and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.

James Brett Brasher, P.L.S.
Land Surveyor

ACCEPTED: CITY OF STARKVILLE

BY: _____ **DATE:** _____

P: 662.268.7966 | F: 662.268.7961
101 West Lampkin Street
Starkville, MS 39759
www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects

EXHIBIT A
SCOPE OF SERVICES

GENERAL INFORMATION:

1. Scale shall be as large as possible to fit on 22 x 34 sheets.
2. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
3. Hard copy of the original drawing, .pdf and/or a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2025 format shall be provided.
4. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.
5. The majority of the property within the survey limits is currently private property. Acquiring permission to access private property shall be the responsibility of the City. Permission to access private property shall be granted before survey work begins. If permission is denied, survey will not be acquired for those areas.

TOPOGRAPHIC SURVEY:

1. Location and description of a minimum of two horizontal/vertical control points/benchmarks.
2. Contours at 1-foot intervals. 3d Surface will be provided in the CAD file.
3. Spot elevations to be taken on an approximate 50'x 50' grid spacing. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. Raw point files can be provided upon request.
4. Drainage items to include but not limited to open gutter, culverts, pipes, inlets, swales and ditches with size, type and depth.
5. Location, elevation and type of:
    a. Adjacent street/road, with centerline, shoulders, edge of pavement including sidewalks.
    b. Curbs including points taken at back of curb, back of gutter and face of gutter.
    c. Paving/Driveways, including turn-outs and intersection elevations between pavements and street at turn-outs, if any.
    d. Buildings, slabs and/or paving and other improvements. Finish floor elevation to be provided at all accessible doorways located inside the project area. Finish floor of second floor will be provided.
    e. Individual trees 6 inches diameter and greater with common name and size. Heavily wooded areas will be shown as a tree line.
    f. Any other pertinent, visible, physical improvements lying within the survey limits as shown below to include but not limited to mailboxes, landscaping, fences, walls, poles, guy wires, signs, etc.
6. Location of all utilities within the specified boundaries as provided and located by MS 811 locate, local utility providers, observed evidence, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility. Any additional information that is not physically observable, such as size, depth, or material, will only be depicted on the survey if such information is provided to the surveyor by others.

BOUNDARY SURVEY:

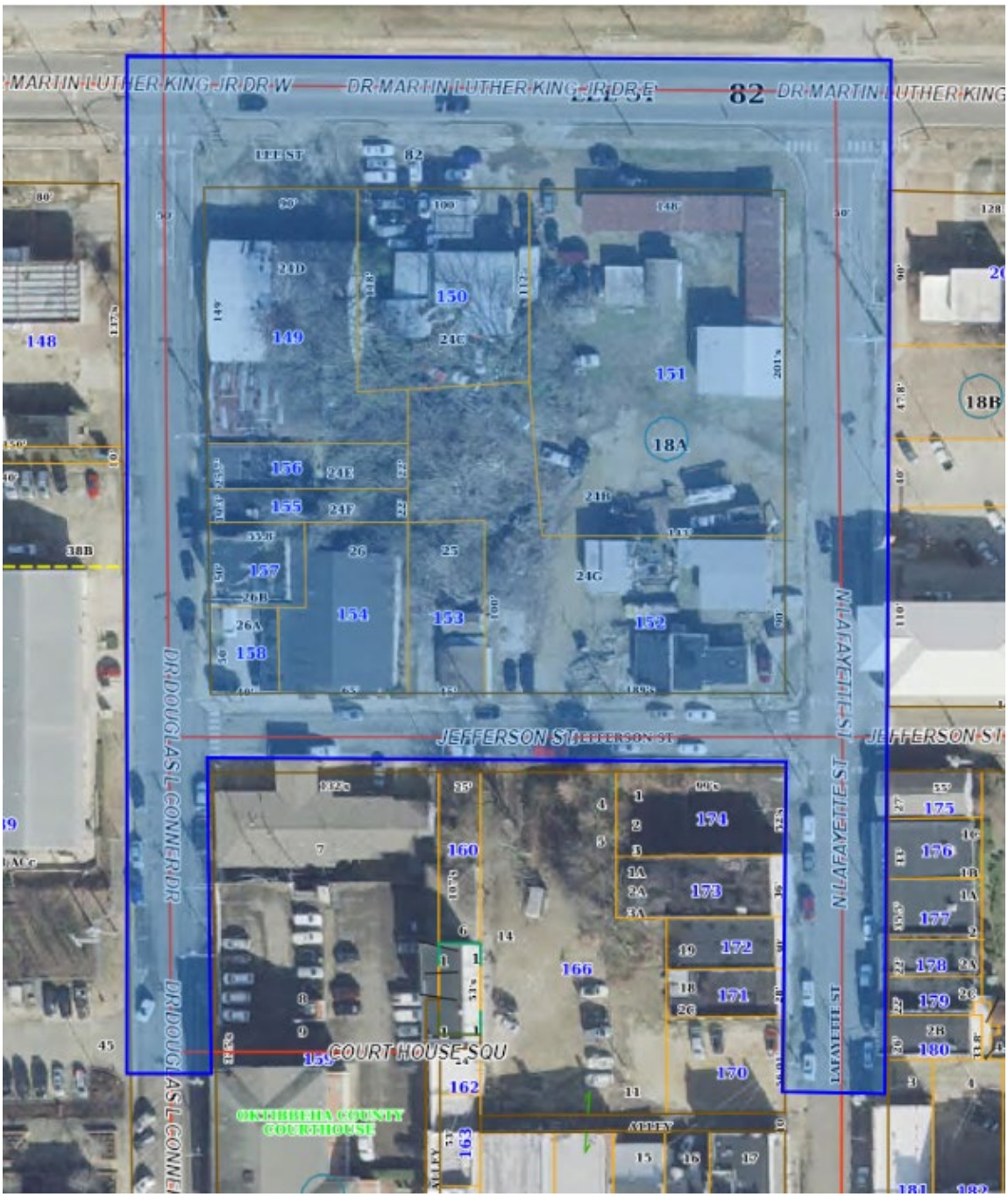
Neel-Schaffer, Inc. will conduct a Class "B" Boundary Survey, as defined by the Standards of Practice for Surveying in the State of Mississippi. We will make a cursory review of the land records of Oktibbeha County, Mississippi to determine if we can locate any easements or other encumbrances which might affect the subject property, but the survey will not be prepared with the benefit of a current title report, unless one is provided to the surveyor by the client. The surveyed properties will consist of all parcels located in City Block 18A. For areas outside of City Block 18A, right-of-way lines will be established. Property corners will be monumented per State Standards. This scope does not include marking of property lines other than at the corners as required by State Standards. Boundary information will be included in the same files as the topographic information.

Items not included in this scope of work:

1. Legal Descriptions
2. Right-of-way/ Easement Acquisition

SURVEY LIMITS:

Survey limits are shown below in blue.



AGREEMENT FOR ENGINEERING AND PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF STARKVILLE
AND
NEEL-SCHAFFER, INC.

This **AGREEMENT** made this 19th day of December, 2024, by and between **CITY OF STARKVILLE,** after this called "**OWNER**", and **NEEL-SCHAFFER, INC.**, having its principal place of business at 1115 Stark Road, Starkville, Mississippi 39760, after this called the "**ENGINEER**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **ENGINEER** to provide engineering and professional services. It is anticipated that the engineering and professional services will be performed by individual task orders and will consist of the following three general types of work:

Type 1: **Hourly rate services as directed by OWNER, no fee limitations:** Engineering and professional services may be provided in conjunction with, but not limited to, project planning, engineering analysis and evaluations, reports of findings and presentations, grant application planning and submittals, surveys and project layouts, design engineering, construction engineering, cost estimates, mapping, master plan studies and preparation, interaction with regulatory agencies, general consulting services and any other professional services deemed appropriate by the **OWNER**. These tasks will be undertaken with direction by the **OWNER's** representatives. The **ENGINEER** will document the type 1 tasks in the monthly invoice. The **OWNER** can engage the **ENGINEER** for Type 1 services in any verbal or written communication.

Type 2: Such services shall typically consist of the same services described under Type 1 services. The **ENGINEER** will document Type 2 service requests with a written scope of services and estimated man-hours. E-mail can be used for written documentation and approval. Type 2 services can be engaged by the **OWNER's** Representatives

Type 3: Such services shall typically consist of the same services described under Type 1 services. The **ENGINEER** will prepare a task order with a defined scope of work, schedule, hourly rate not-to-exceed or lump sum fee, and is to be approved by the **OWNER** before work begins.

II. ADDITIONAL SERVICES

ENGINEER will provide services in accordance with the Exhibit A, "General Terms and Conditions" attached to and made a part of this **AGREEMENT**. The **OWNER** will pay **ENGINEER** for additional services not specified as Types 1, 2, or 3 on the same basis as for Types 1, 2, or 3 services. For services of independent professional associates and consultants employed by **ENGINEER, OWNER** will pay **ENGINEER** the amount billed to **ENGINEER** times a factor of 1.0. Performance of Additional Services and employment of independent professional associates and consultants by **ENGINEER** will require prior written authorization from **OWNER**. **ENGINEER** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **ENGINEER** for Type 1, 2, and 3 services on the actual labor rate for the individuals involved times a labor mark-up (LMU) of 2.9. Reimbursable expenses will be billed in addition to the labor costs. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to **ENGINEER** times a factor of 1.0. Other reimbursable expenses will be billed to **OWNER** at the **ENGINEER**'s actual cost. Type 3 services may also be negotiated and paid for on a lump sum basis.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **ENGINEER**'s personnel engaged directly on the Project including, but not limited to, engineers, surveyors, designers, technicians, inspectors, secretaries, and all other professional, technical and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **ENGINEER** recognize that certain occasions may arise for which the methods of payment to **ENGINEER** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately, and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.

IV. TIME SCHEDULE

This **AGREEMENT** shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when a new contract is executed.

V. CHANGES TO AGREEMENT

This **AGREEMENT**, along with Exhibit A, "General Terms and Conditions", consisting of five pages represent the complete **AGREEMENT** between **OWNER** and **ENGINEER** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF STARKVILLE

D. Lynn Spruill
Mayor

NEEL-SCHAFFER, INC.

William Sanford, P.E.
Office Manager

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client**. Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

   The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

   In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.

5. **Designation of Authorized Representatives**. Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

6. **Ownership of Documents**. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

7. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

8. **Changes or Delays**. In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services**. Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.

10. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

12. **Legal Proceedings**. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

13. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;

    provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

14. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of
    $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.

15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.

16. **Omitted**.

17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with

that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure**. Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Compliance with Laws**. To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

20. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

21. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

25. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

27. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

28. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

29. **Conflicting Terms**. In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

30. **Course of Dealing**. Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **Omitted.**

CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

Project No. 26056 - Sudduth Bus Stop

Bid Tabulation - March 5, 2026

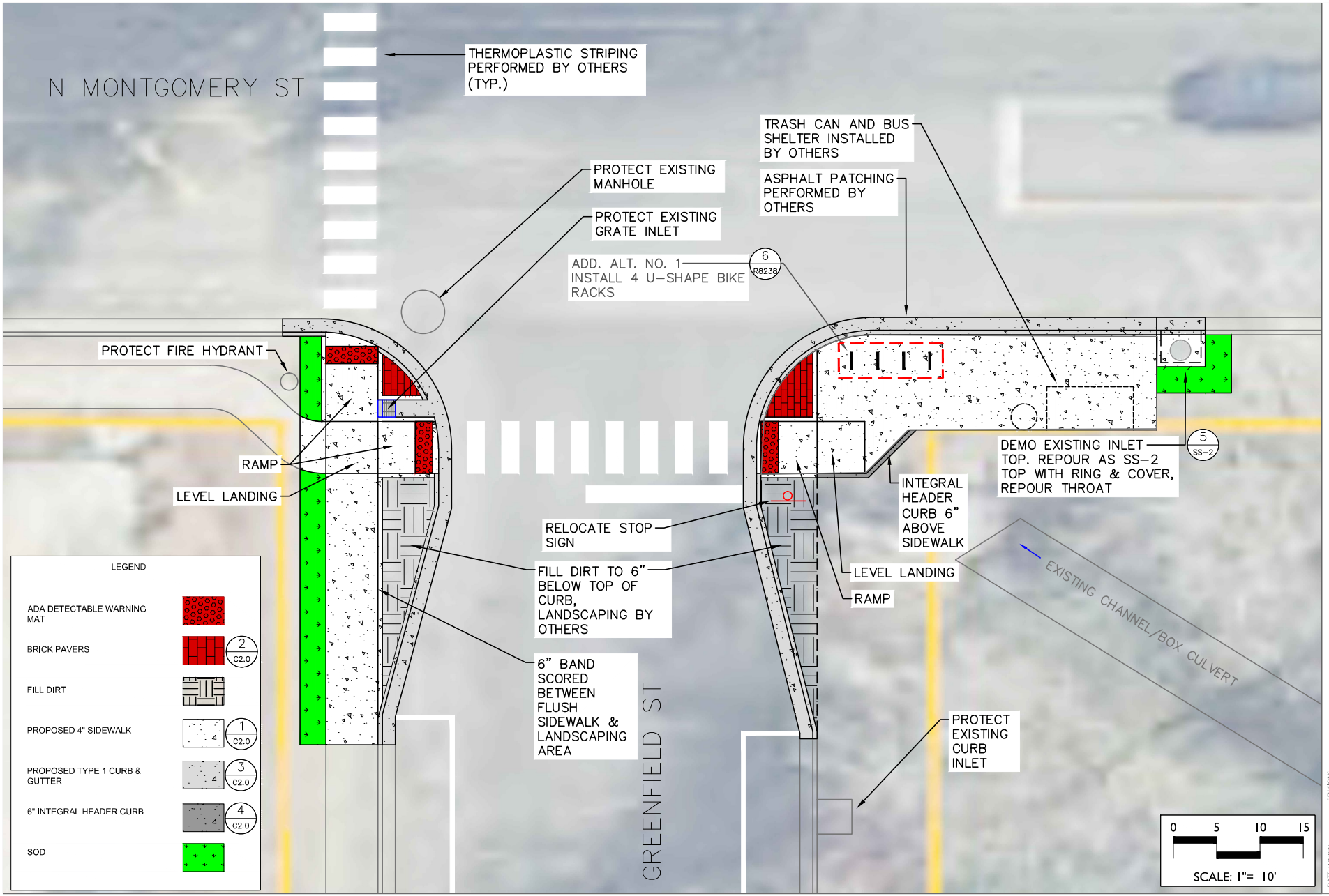
				Engineer's Estimate		Hannon, LLC		**Groundstone Construction, LLC**	
Line No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Saw Cut for Demolition, Full Depth	190.0	LF	$ 20.00	$ 3,800.00	$ 15.00	$ 2,850.00	$ 15.00	$ 2,850.00
2	Clearing and Grubbing	1.0	LS	$ 800.00	$ 800.00	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00
3	Removal of Curb and Gutter (All Types)	150.0	LF	$ 25.00	$ 3,750.00	$ 15.00	$ 2,250.00	$ 15.00	$ 2,250.00
4	Size 610 Crushed Stone Base (Under curb & gutter)	15.0	TON	$ 160.00	$ 2,400.00	$ 75.00	$ 1,125.00	$ 75.00	$ 1,125.00
5	Concrete Sidewalk (Inclludes ADA Ramps), with Fiber Reinforcements	105.0	SY	$ 150.00	$ 15,750.00	$ 125.00	$ 13,125.00	$ 120.00	$ 12,600.00
6	Brick Pavers (incluldes limestone base, bed, and polymeric sand)	40.0	SF	$ 100.00	$ 4,000.00	$ 68.75	$ 2,750.00	$ 45.00	$ 1,800.00
7	Concrete Combination Curb and Gutter Type 1	170.0	LF	$ 50.00	$ 8,500.00	$ 35.00	$ 5,950.00	$ 42.50	$ 7,225.00
8	6" Integral Header Curb	14.0	LF	$ 40.00	$ 560.00	$ 20.00	$ 280.00	$ 15.00	$ 210.00
9	Detectable Warning Panel, Maroon, Cast-in-place	36.0	SF	$ 40.00	$ 1,440.00	$ 45.00	$ 1,620.00	$ 40.00	$ 1,440.00
10	Select Fill, MDOT Borrow Excavation B9 or B9-6, LVM	18.0	CY	$ 60.00	$ 1,080.00	$ 50.00	$ 900.00	$ 50.00	$ 900.00
11	Remove and Replace Stop Sign	1.0	EA	$ 300.00	$ 300.00	$ 350.00	$ 350.00	$ 300.00	$ 300.00
12	Modify Existing Inlet, Remove inlet top & replace with cast-in-place SS-2 Top (Includes ring & cover)	1.0	EA	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00
13	Maintenance of Traffic	1.0	LS	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00
14	Solid Sod	40.0	SY	$ 30.00	$ 1,200.00	$ 25.00	$ 1,000.00	$ 20.00	$ 800.00
15	Mobilization	1.0	LS	$ 5,058.00	$ 5,058.00	$ 3,500.00	$ 3,500.00	$ 500.00	$ 500.00
			Base Bid Total=		$ 53,638.00		$ 43,700.00		**$ 36,500.00**

Add. Alt. No. 1 - Bike Racks

Line No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
16	Install Inverted-U-shape Bike Racks, Bolt-in, Black Color Powder Coating, Reliance Foundry R-8238 or Approved Equivalent	4.0	EA	$ 400.00	$ 1,600.00	$ 550.00	$ 2,200.00	$ 475.00	$ 1,900.00
			Add. Alt. 1 Total =		$ 1,600.00		$ 2,200.00		**$ 1,900.00**
			Base Bid + Add. Alt. 1 =		**$ 55,238.00**		**$ 45,900.00**		**$ 38,400.00**
									LOW QUOTE

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.

Signature



CITY OF STARKVILLE
SUDDUTH BUS STOP
STARKVILLE, MS

SITE PLAN

REVISIONS:

DATE: FEB 2026
DESIGNED BY: DJ
DRAWN BY: DJ
CHECKED BY: SRK
Q.C. BY:
SCALE: 1"=10' (11X17)
PROJECT #: 25036

SHEET NUMBER:
C1.2

13. REQUEST ACKNOWLEDGEMENT BY THE BOARD OF PRIVILEGE LICENSES IN ACCORDANCE WITH MISS. CODE ANN. § 27-17-501 ISSUED BY THE CITY CLERK'S OFFICE FOR THE MONTHS OF JANUARY AND FEBRUARY 2026 RESPECTIVELY.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the acknowledgement by the board of privilege licenses in accordance with Miss. Code Ann. § 27-17-501 issued by the City Clerk's office for the months of January and February 2026 respectively" is enumerated, this consent item is thereby approved.

14. REQUEST AUTHORIZATION TO HIRE KENDRICK TOTTON AS SANITATION WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to hire Kendrick Totton as Sanitation Worker I in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

15. REQUEST AUTHORIZATION TO HIRE DESHAWN ROGERS AS SANITATION WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to hire Deshawn Rogers as Sanitation Worker I in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO HIRE DAVID "BRETT" VICK AS POLICE OFFICER – PRE ACADEMY IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to hire David "Brett" Vick as Police Officer – pre-academy in the Starkville Police Department" is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE DILLON RICHEY AND KENNEDY DYER AS DISPATCHER – PART-TIME AND FAYE MADDOX-BECK – AS DISPATCHER – FULL-TIME IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to hire Dillon Richey and Kennedy Dyer as Dispatcher – part-time and Faye Maddox-Beck – as Dispatcher – full-time in the Starkville Police Department" is enumerated, this consent item is thereby approved.

02/03/2026 4:02 PM
LICENSES: THRU ZZZZZZZZZZ
PAID STATUS: ALL
LIC CODES: ALL

B U S I N E S S L I C E N S E L I S T
SORTED BY: LICENSE NUMBER

ORIGINAT
EFFECT
EXPIRAT

January 2026

ID	CODE	NAME
2985	SERVICE	SOUTHERN ACTIVITY CENTERS
2986	SERVICE	ROOTDOWN 3 LLC
2987	MSBOC	SIMPSON PLASTERING LLC
2988	RETAIL	THE LINDEN GUILD MARKETPLACE
2989	HOME BD-S	SYDNI ROLLER BOOKKEEPING
2990	TRANSIENT	LOCO LEMONS LLC
2991	RETAIL	VICTRA
2992	RETAIL	EXHALE SMOKE SHOP & BEER STOR
2993	HOME BD-S	FRANKLIN GROUP PROFESSIONAL

TOTAL LICENSES: 9

03/02/2026 10:33 AM
LICENSES: THRU ZZZZZZZZZZ
PAID STATUS: ALL
LIC CODES: ALL

B U S I N E S S L I C E N S E L I S T
SORTED BY: LICENSE NUMBER

ORIGINAT
EFFECT
EXPIRAT

February 2026

ID	CODE	NAME
2994	MSBOC	WHITE OAK CONSTRUCTION INC
2995	MFV	SOUTHERN COFFEE LLC
2996	MSBOC	OUTWORK SERVICE GROUP LLC
2997	SERVICE	VISTA LLC
2998	SERVICE	BALCONY LLC
2999	SERVICE	PUGH BAIL BONDING CO
3000	SERVICE	GNOME HOMES PROPERTY MGT
3001	SERVICE	WAFFLE HOUSE #2511
3002	MFV	WHOLE BEAN COFFEE CO
3003	SERVICE	ECOATM LLC
3004	MSBOC	HOLLANDS CONSTRUCTION LLC
3005	HOME BD-S	MAGNOLIA STATE AMATEUR
3006	SERVICE	POWER MOVEMENT STARKVILLE

TOTAL LICENSES: 13

18. REQUEST AUTHORIZATION TO HIRE TONKA DAVIS AND LUKE TAYLOR AS INTERN – STUDENT METERING & BILLING IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to hire Tonka Davis and Luke Taylor as intern – student metering & billing in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO HIRE LINDEN STELIOES-WILLS AS AN ENGINEERING CO-OP IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to hire Linden Stelioes-Wills as an Engineering co-op in the Engineering Department" is enumerated, this consent item is thereby approved.

20. REQUEST APPROVAL FOR CITY DEPARTMENTS TO PARTICIPATE IN STARKVILLE OKTIBBEHA COUNTY SCHOOL DISTRICT'S (SOCSD) WORK BASE LEARNING (WBL) ACADEMIC PROGRAM INTERNSHIPS FOR STARKVILLE HIGH SCHOOL JUNIORS AND SENIORS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval for city departments to participate in Starkville Oktibbeha County School District's (SOCSD) Work Base Learning (WBL) Academic Program Internships for Starkville High School juniors and seniors" is enumerated, this consent item is thereby approved.

21. REQUEST APPROVAL OF YEARLY RENEWAL OF UKG READY/KRONOS SUPPORT SERVICES CONTRACT IN THE AMOUNT OF $1,064.84 FOR THE SUPPORT PERIOD OF 24 JUNE 2026 TO 23 JUNE 2027.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the yearly renewal of UKG Ready/Kronos support services contract in the amount of $1,064.84 for the support period of 24 June 2026 to 23 June 2027" is enumerated, this consent item is thereby approved.

22. REQUEST APPROVAL OF THE PURCHASE OF 10 POLICE DEPARTMENT CAMERAS FROM SECURITY SOLUTIONS FOR THE LOW QUOTE PRICE OF $57,125.21.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the purchase of 10 Police Department cameras from Security Solutions for the low quote price of $57,125.21" is enumerated, this consent item is thereby approved.

UKG
HR, Pay, & Workforce Management

Support Services Quote

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF STARKVILLE
Solution ID: 6153952
Contract #: 1215306 R23-FEB-26
Date: 26-FEB-2026
Prepared by: Yolanda Abram / US PublicSector2

Bill To: CITY OF STARKVILLE
110 W MAIN ST
STARKVILLE MS 39759-2823
UNITED STATES

Ship To: CITY OF STARKVILLE
110 W MAIN ST
STARKVILLE MS 39759-2823
UNITED STATES

Contact: NAV ASHFORD
Email: n.ashford@cityofstarkville.org

CONTRACT SUMMARY

Contract Period: 24-JUN-2026 - 23-JUN-2027

Description	Support Services	Estimated Tax	Subtotal
Equipment Support Services	1,064.84	0.00	1,064.84
Total	1,064.84	0.00	1,064.84

Annualized Contract Value: 1,064.84
The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the "Omnia Master Agreement No. 24-6833") and used by Customer as an Omnia Participating Public Agency. If you are tax exempt; please provide a copy of your "Tax Exempt" certificate with your PO or signed quote.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF STARKVILLE	UKG KRONOS SYSTEMS LLC
Signature:	Signature:
Name: Lynn Spruill	Name:
Title: Mayor	Title:
Date: 3/17/26	Date:

UKG
HR, Pay, & Workforce Management

Support Services Quote

Quote Type: Renewal
Customer: CITY OF STARKVILLE
Solution ID: 6153952
Contract #: 1215306 R23-FEB-26
Date:
Prepared by: Yolanda Abram / US PublicSector2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Bill To: CITY OF STARKVILLE
110 W MAIN ST
STARKVILLE MS 39759-2823
UNITED STATES

Ship To: CITY OF STARKVILLE
110 W MAIN ST
STARKVILLE MS 39759-2823
UNITED STATES

Contact: NAV ASHFORD
Email: n.ashford@cityofstarkville.org

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	2	24-JUN-2026	23-JUN-2027	365
2	Depot Exchange	Options: InTouch	2	24-JUN-2026	23-JUN-2027	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	1,064.84	0.00	1,064.84

- *Commercial Security Systems*
- *Commercial Fire Systems*
- *Commercial Sound*
- *CCTV*

SECURITY SOLUTIONS AND COMMUNICATIONS, INC.

- *24 Hour UL Listed Central Monitoring*
- *Automation Systems*
- *IT & Networking Solutions*
- *Fiber and Copper Data Soltions*
- *Access Control*

2/4/2026

City Of Starkville

Street Camera		QTY
Camera Enclosure		10
Power Tap		10
Axis P3737		9
Surge Arrestor		10
Camera Mount		10
Axis Q6020-E		1
Axis Q6075		1
Assembly		1.5
Camera Total	**$**	**57,125.21**

Price above is good for 30days

3111 Old Hwy 12 • Starkville, Mississippi 39759 • Telephone (662) 323-0102 • Fax (662) 324-0844
Email: Jerry@securitysolutions1.com • Web: http://www.SecuritySolutionsMS.com
MS LICENSE # 15006302 MS CONTRACTORS License # 25401-SC

ActiveSolutions
We Make Your World Safer™

QUOTE

City of Starkville, MS
101 E. Lampkin Street
Starkville, Mississippi
Att: Joel Clements

February 9, 2026

Quote Description
SafeCity Cam with Axis Cameras

SALESPERSON	Project Description	Payment Terms	DUE DATE
Giacone	**City of Starkville SafeCity Cameras**	Net 30	

QTY	Part Number	DESCRIPTION	UNIT PRICE	LINE TOTAL
10	AS-SafeCity Enc	Active Solutions SafeCity Enclosure - Standard Size Enclosure	$3,998.00	$39,980.00
		Includes power and surge requirements, rapid deployment brackets/mounts, remote reboot module and onboard camera storage (128GB Surveillance Grade SD Card) in a weatherproof enclosure. Camera mounted directly to NEMA4x weatherproof enclosure. Fiber converter to be sent by Maxxsouth for installation into backplane.		
9	Axis P3737 PLE	AXIS P3737-PLE P37 Series 4x 5MP AI-Powered Multidirectional Panoramic Camera, 3.2-8.1mm Varifocal Lens	$2,139.63	$19,256.68
9	Axis Arm/Mount	Axis Arm/Mount	$362.58	$3,263.18
1	Axis Q6020-E	AXIS Q6020-E 4 x 5MP Outdoor Multi-Directional Panoramic IP Camera	$2,787.67	$2,787.67
1	Axis Q6075	AXIS Q6075-E Q60 Series 1080p HDTV Outdoor PTZ IP Camera, 40x Optical Zoom, White	$4,098.93	$4,098.93
1	Axis Arm/Mount	Axis Arm/Mount/Pendant Cap	$338.66	$338.66
10	AS-PW-PS-25	25' Length - Cable with photo sensor fits standard street light power base	$325.00	$3,250.00
60	ASLABOR-ASMBLY	Installation - Unpacking - Assembly	$125.00	$7,500.00
		Camera Installations/Remote Support		
5	ASLABOR-CONFIG	Initial Camera/Software Programming & Configuration	$125.00	$625.00
2	ASLABOR-ProjMgmt	Project Management	$185.00	$370.00
			SUBTOTAL	$81,470.11
			SALES TAX	$0.00
			TOTAL	**$81,470.11**

Phone: (504) 524-6579

1215 Prytania Street, Suite 301
New Orleans, Louisiana 70130

www.ActiveSolutionsUSA.com

23. REQUEST APPROVAL OF THE RENEWAL OF VMWARE SOFTWARE FOR THE SOLE SOURCE AMOUNT OF $11,154.96 YEARLY.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the renewal of VMware Software for the sole source amount of $11,154.96 yearly" is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES CONTRACT WITH THE ARTFUL GARDENER, LLC FOR THE NEW MAIN SOUTH LOOP OF THE CORNERSTONE ARBORETUM FOR THE NOT-TO-EXCEED AMOUNT OF $3,925.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the professional services contract with the Artful Gardener, LLC for the new main south loop of the Cornerstone Arboretum for the not-to-exceed amount of $3,925.00" is enumerated, this consent item is thereby approved.

25. REQUEST PERMISSION TO PURCHASE A VEHICLE VIN #94257 FROM COLUMBUS NISSAN IN COLUMBUS, MS, THE LESSER OF 2 QUOTES, AT A COST OF $27,103.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to purchase a vehicle vin #94257 from Columbus Nissan in Columbus, MS, the lesser of 2 quotes, at a cost of $27,103.00" is enumerated, this consent item is thereby approved.

26. REQUEST APPROVAL FOR EZ AUTO SALES TO REPLACE THE ENGINE WITH A REMANUFACTURED ENGINE, IN THE 2020 DODGE DURANGO VIN...#40842 IN THE AMOUNT OF $7,945.82, WHICH IS THE LOWEST OF (3) ESTIMATES.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval for EZ Auto Sales to replace the engine with a remanufactured engine, in the 2020 Dodge Durango vin...#40842 in the amount of $7,945.82, which is the lowest of (3) estimates" is enumerated, this consent item is thereby approved.

27. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $11,880.00 FOR THE REPLACEMENT OF TWO ELECTRONIC BUTTERFLY VALVES AT MONTGOMERY PLANT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to accept the low quote from Bill Young in the amount of $11,880.00 for the replacement of two electronic butterfly valves at Montgomery Plant" is enumerated, this consent item is thereby approved.

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Mike Krohn
Phone:
Fax:
Email: mike.krohn@connection.com

 # 25856952.01
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING
Date: 2/18/2026
Valid Through: 2/25/2026
Account #:

Customer Contact: Joel Clements **Phone:** (662) 323-4131
Email: joel.clements@cityofstarkville.org **Fax:** (662) 324-4016

QUOTE PROVIDED TO:	SHIP TO:
AB#: 25330255 **City of Starkville** Joel Clements 110 W Main St Starkville, MS 39759-2823 US (662) 323-4131	AB#: 25330256 **City of Starkville** Joel Clements 110 W Main St Starkville, MS 39759-2823 US (662) 323-4131

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	N1	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: https://www.govconnection.com/content/about/legal/terms-and-conditions-sale, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1				* 3 Year Term Billed Annually *			$ -
	2				Year 1: Start Date: 04/18/2026 End Date: 04/17/2027			$ -
	3	72	42076094	VCF-CLD-FND-A	Corp. Cloud Foundation	VMware - Licensing	$ 154.93	$ 11,154.96
	4				Year 2: Start Date: 04/18/2027 End Date: 04/17/2028			$ -
	5	72	42076094	VCF-CLD-FND-A	Corp. Cloud Foundation	VMware - Licensing	$ 154.93	$ 11,154.96
	6				Year 3: Start Date: 04/18/2028 End Date: 04/17/2029			$ -
	7	72	42076094	VCF-CLD-FND-A	Corp. Cloud Foundation	VMware - Licensing	$ 154.93	$ 11,154.96

Subtotal	**$ 33,464.88**
Fee	**$ 0.00**
Shipping and Handling	**$ 0.00**
Tax	**Exempt!**
Total	**$ 33,464.88**

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address	Remittance Address
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order. Prices are subject to change without notice. Connection works with many Original Equipment Manufacturers (OEM's) and cannot control when their prices are updated. We reserve the right to change the price in accordance with OEM price changes.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:**https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

Bob Brzuszek
The Artful Gardener LLC
Landscape and Ecological Consulting
2202 Plum Rd., Starkville, MS 39762
662-694-0371

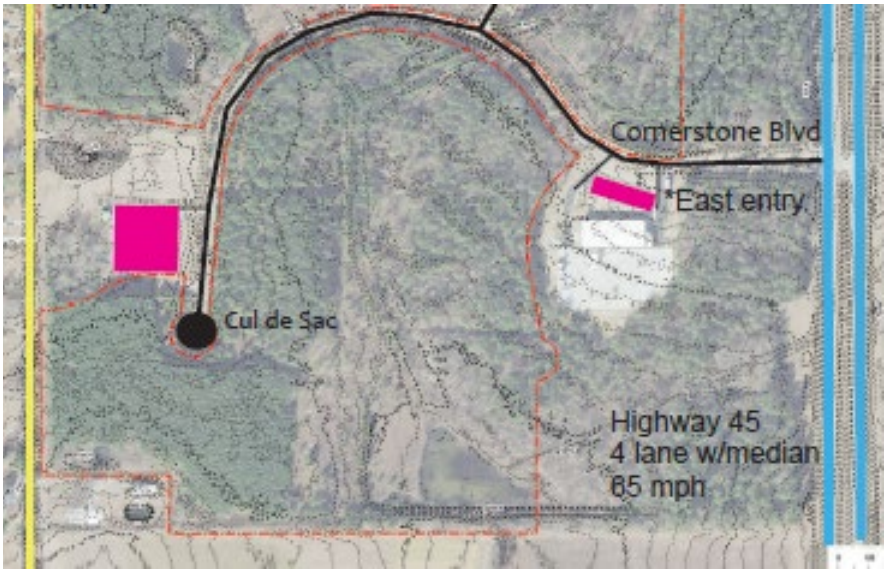
March 5, 2026

Mr. Chris Williams, Associate Engineer
The City of Starkville
Starkville, MS 39759

Re: Proposal for Cornerstone Park Main South Loop layout

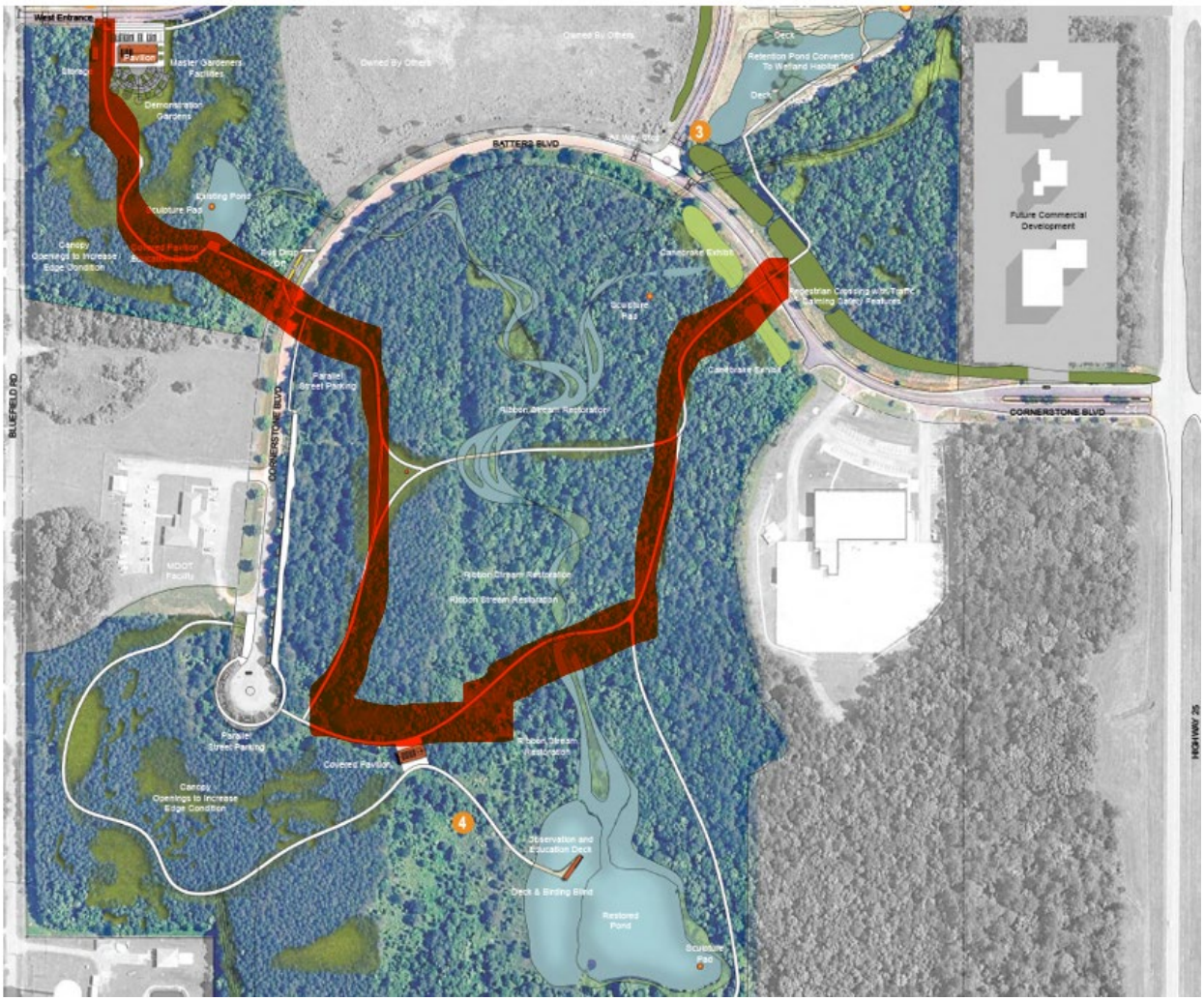
Mr. Williams,
Thank you for inviting me to submit a proposal for Cornerstone Park for a trail design for the main loop on the southern portion of the property. A proposed design was initiated in the Cornerstone Park Landscape Concept Plan but it will need to be adjusted for field accuracy. We propose to review the site and flag the trail as per the plan and then review and make adjustments as necessary. It is recommended to just do the main trail at this time and to assess it for a period of time before adding more trail openings.

PROJECT AREA
The south trail is slated for the southern portion of the park as defined by Cornerstone Blvd. to the north and the west property line as shown below.



CORNERSTONE ARBORETUM CONCEPT PLAN SOUTH TRAIL

The below plan shows the general layout of the south trail system that connects the future landscape places. This proposal will verify the best connection points to the existing trail system and determine layout for curves to accommodate timber removal and future vehicle access. It should be a vehicle access trail with 10' width to accommodate a utility vehicle for emergency access The main south route identified in this proposal is shown in red below.



SCOPE OF SERVICES

This proposal will provide the following services:

- Identify safety access points across Cornerstone Boulevard for pedestrian access.
- Review and flag on site the 2025 Cornerstone Park Concept Plan southern trail layout.
- Inventory the general area for significant trees, plant communities, site features and other points of interest.
- Revise and adjust the Cornerstone Park Concept Plan for changes.
- Flag the adjusted trail in the field for review and forestry mowing.

ESTIMATE HOURS AND FEES

We use a direct cost billing method in order to provide maximum savings. Our fees for expenses toward the project include travel (.75c/mi current rate), hours performed (site visits, inventory and analysis, CAD work, field work) at $75/hr., and materials/services (plan reproductions). Estimated times and costs will be provided for each phase to the client as requested and itemized invoices will be submitted. Changes to written quotes from the client or site conditions that result in additional time or materials will be added to all project fees, with advance notice.

We are estimating 47 total hours of direct consulting time which will include our above services, with other expenses to not exceed $3,925 to carry this through project installation.

Thank you for this opportunity and please let us know if you have any questions. We look forward to working with you.

Bob Brzuszek, ASLA
The Artful Gardener LLC
2202 Plum Rd., Starkville, MS 39762
theartfulgardener7@gmail.com

Sincerel

COLUMBUS NISSAN
100 Highway 12 East
Columbus, MS 39702
PH - 662-328-6691
FAX - 662-327-6855

F&I Deal Recap

03/05/2026
12:31 PM

Buyer:

Cobuyer:

Deal #

Booked:
Type: Cash
Class:
Cust#:

Stock # N25246

2026 NISS ROGUE
Arrived: 09/05/2025
MSRP: $32,200.00
Sales Price: $30,194.00

5N1BT3BA0TC694257
Mileage: 12
New SUV
Age: 181

MSRP:	32,200.00	**Trade Payoff:**	0.00
Sales Price:	30,194.00	**Products:**	0.00
Non-Tax Rebate:	0.00	**Insurance:**	0.00
Taxable Price:	30,194.00	**Service Contracts:**	0.00
Down Payment:	0.00	**Fees:**	409.00
Taxable Rebate:	3,500.00	**Taxes:**	0.00
Trade Allowance:	0.00	**Amount Due:**	27,103.00

Service Contracts

Company	Contract #	Start Date	Months/Miles	Ending		Price
N/A	N/A	N/A	N/A	N/A	N/A	N/A

Products

Description	Price

Insurance

Description	Price

Fees

Description	Price
Delivery Fee	399.00
License Fee	0.00
Title Fee	10.00

Taxes

Description	%	Price

Rebates

Description	Price	Taxable
Rebate	3500.00	Y

Deal Employee(s)

Role	Primary	Name

GRAY-DANIELS Auto Family

Nissan Brandon
108 Gray Daniels Blvd
Brandon, MS 39042

NISSAN

SALES WORKSHEET

Salesman **IRON HOLMES** Customer No. _____ Date **01/08/2026**

Customer **John Pearson Starkville Police Dept.** DOB / / Driver's License _____

Co-Customer _____ DOB / / Driver's License _____

Address **783 FOREST GLEN RD** City **COLUMBUS** State **MS** Zip **39705**

Resident Phone _____ Cell# **(662) 418-7924** County **LOWNDES** Business Phone _____

Please Enter My Order for the following: ☑ New ☐ Used ☐ Demo E-mail **j.pearson@cityofstarkville.org**

Vehicle **Nissan** Model **Rogue** Body Type **S 4dr Front-Wheel Dr** Year **2026** Stock # **TC680577**

Color **Super Black** ID# **5N1BT3AA1TC680577** Mileage **8** KEY # _____

USED CAR TRADE-IN AND/OR OTHER CREDITS			SELLING PRICE	31,010.00
YEAR	MAKE	MODEL	PROTECTION PACKAGE	449.00
MILEAGE	V.I.N.		LIFETIME NITROGEN	199.00
YEAR	MAKE	MODEL	Discount	1,270.00
MILEAGE	V.I.N.		PRICE OF VEHICLE & OPTIONS	30,388.00
AUTOMOBILE BILL OF SALE			TRADE ALLOWANCE	
As part of this agreement I hereby sell and convey to GRAY-DANIELS NISSAN BRANDON the above described vehicle of which I am the sole owner and warrant said vehicle to be free and clear of all liens and encumbrances except those stated below.			NET DIFFERENCE	
			*DOCUMENT/SERVICE FEE	425.00
			PROTECTION PLUS (OPTIONAL)	
			SUBTOTAL	30,813.00
			SALES TAX	
X_____ (CUSTOMER'S SIGNATURE)			STATE TITLE & INSPECTION	10.00
PAYOFF INFORMATION				
PAYOFF TO			SUB TOTAL	30,823.00
ADDRESS			** PAY-OFF BALANCE OF TRADE	
CITY	STATE	ZIP		
AMOUNT .00	ACCT#			
QUOTED BY	GOOD UNTIL			
LIEN INFORMATION ON PURCHASE				
INSTITUTION				
ADDRESS				
CITY	STATE	ZIP	TOTAL DUE	30,823.00
LIEN AMOUNT#			DOWN PAYMENT	
INSURANCE VERIFICATION			REBATE (IF APPLICABLE)	3,500.00
INS. CO	PH NO.		UNPAID BALANCE	27,323.00
POLICY NO.			PAYOFF BALANCE CUSTOMER AGREES TO PAY ANY DIFFERENCES**	
VERIFIED BY				

*A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATIONS OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

USED CARS ONLY. If you are purchasing a used vehicle, the Dealer is providing you a three (3) day guarantee on the purchase of the used vehicle described herein. Within three (3) calendar days from the date the vehicle is delivered to you, whether upon consummation of the purchase of the vehicle or pursuant to a conditional delivery as described herein, you may return the vehicle to the Dealer for any reason. If you choose to do so, the Dealer will apply 100% of the money previously paid by you toward the purchase of another vehicle. You must choose a replacement vehicle from the current "In Stock" vehicle selection within seven (7) days of returning the used vehicle. This guarantee is contingent upon the return of the vehicle described in the same condition as delivered to you. If the original purchase was financed, this guarantee is also contingent upon your obtaining financing for the purchase of the replacement vehicle.

The used car that you are agreeing to purchase may have sustained damage prior to the time that the Dealer took possession of it, and the Dealer makes no warranties as to its condition aside from those on the vehicle's window form.. You acknowledge that you have the opportunity to examine the vehicle and/or take the vehicle to be examined by any one of your choosing prior to executing this Customer Purchase Order and that you will have further opportunity to do so during the three (3) day period discussed above, in purchasing the used vehicle. **YOU AGREE THAT YOU ARE NOT RELYING ON ANY STATEMENT MADE BY ANYONE AT THE DEALERSHIP AS TO THE CONDITION OR DAMAGE TO THE VEHICLE PRIOR TO COMING INTO THE POSSESSION OF THE DEALERSHIP.**

The purpose of this Worksheet is to summarize the preliminary understanding and mutual intent of the Dealer and Customer as to the negotiation of the general terms for the proposed purchase of the above described vehicle. Customer hereby acknowledges and agrees that all terms and conditions for the proposed purchase of the vehicle must be approved by Dealer's Business/Financing Manager.

THIS WORKSHEET IS NOT, AND IS NOT INTENDED TO BE A LEGALLY BINDING AGREEMENT BETWEEN THE DEALER AND CUSTOMER. Neither party is legally obligated to consummate the purchase of the vehicle upon the terms listed above unless, and until such time as Customer and the Dealer enter into and execute a separate Customer's Purchase Order. Customer hereby acknowledges and understands that there may be other terms and conditions that

Print Ticket

E Z Auto Sales

02/04/2026

4525 Hwy 82 W
Maben, Ms. 39750
662-323-5657
Tire & Service Center

Estimate

Starkville Police Dept.

Starkville, MS 39759

(662) 769-4415

2020 DODGE DURANGO
3.6L DOHC MULTIPORT FUEL INJ
Tag: Mileage:
ID: 1C4RDJFG9LC440842

Labor	Amount
R & R LONG BLOCK & TRANSFER PARTS	$2,200.00
	$2,200.00

Part No.	Parts	Quantity	Each	
	5W20 MOTOR OIL	7.00	$4.99	$34.93
	ANTI-FREEZE(PER GALLON)	1.00	$18.99	$18.99
	REMANUFACTURED ENGINE	1.00	$5,369.00	$5,369.00
	VALVE COVER GASKETS	1.00	$79.99	$79.99
	INTAKE GASKET SET	1.00	$59.99	$59.99
	OIL FILTER	1.00	$8.99	$8.99
	SPARK PLUGS	6.00	$13.99	$83.94
	THERMOSTAT	1.00	$89.99	$89.99
				$5,745.82

Subtotal	$7,945.82
Tax	$0.00
Total	$7,945.82

An express mechanics lien is acknowledged on the above vehicle to secure the amount of repairs thereto, until such time as cash payment has been made in full. It is understood that we will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond our control. Upon signing this repair order it is accepted as a complete and comprehensive description of the repair work done on this vehicle.

DATE 3/17/26 SIGNED

1 of 1 Cancel Close 9 of 9 Total: 9 100%

Type here to search

BILL YOUNG

662-871-9632
canthavenothing7@yahoo.com
634 Hwy 41N Okolona MS 38860

Bill Young

ESTIMATE

FOR: **City Of Starkville**
cmcclain@starkvilleutilities.com

NUMBER: EST0029
DATE: Mar 2, 2026

Description	Quantity	Unit price	Amount
2— 8" electric butterfly valves	1	$11,880.00	$11,880.00

SUBTOTAL: **$11,880.00**

TOTAL **$11,880.00**

Comments
labor mileage and materials to replace two 8" electric butterfly valves at academy st plant

Estimate

Labor, mileage and materials to replace 2 8" electric butterfly valves at Academy St. plant

From

Vaughan Water Works
255 County Road 141
Okolona, MS 38860
United States

To

Starkville Utilities
United States

Estimate No.

EST-1

Date

Mar 04 2026

Estimate Valid Till

Jun 02 2026

Description	Quantity	Rate	Amount
2 - 8" electric butterfly valves	1	13622.00	USD 13622.00

Sub Total	13,622.00
Total (USD)	**13,622.00**

Email: vaughanwaterworks@gmail.com

Powered by invoicely

28. REQUEST AUTHORIZATION TO ACCEPT THE EMERGENCY PURCHASE IN ACCORDANCE WITH MS STATE STATUTE 31-7-13 FROM PARKS & PARKS WATER WELL SERVICE INC. IN THE AMOUNT NOT TO EXCEED $11,500.00 FOR WELL MOTOR REPAIR FOR THE CURRY WELL.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to accept the emergency purchase in accordance with MS State Statute 31-7-13 from Parks & Parks Water Well Service Inc. in the amount not to exceed $11,500.00 for well motor repair for the Curry Well" is enumerated, this consent item is thereby approved.

29. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF $30,200.00 FOR THE PURCHASE OF TWO BOOSTER PUMPS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to accept the low quote from Bill Young in the amount of $30,200.00 for the purchase of two booster pumps" is enumerated, this consent item is thereby approved.

30. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM GLOBAL RENTAL CO., INC. IN THE AMOUNT OF $290,690.00 FOR A USED DISTRIBUTION DIGGER DERRICK.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best bid from Global Rental Co., inc. in the amount of $290,690.00 for a used Distribution Digger Derrick" is enumerated, this consent item is thereby approved.

31. APPROVAL OF WORK AUTHORIZATION 26-01 WITH CLEARWATER CONSULTANTS, INC. TO PROVIDE ENGINEERING SERVICES FOR THE STARK ROAD FORCE MAIN IMPROVEMENTS PROJECT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval of work authorization 26-01 with Clearwater Consultants, Inc. to provide engineering services for the Stark Road Force Main Improvements Project" is enumerated, this consent item is thereby approved.

PARKS & PARKS WATER WELL SERVICE INC.
109 OKOLONA CUTOFF ROAD
HOUSTON, MISSISSIPPI 38851
662-456-2011

QUOTATION

NAME: CITY OF STARKVILLE	**CONTACT: JACK**
ADDRESS:	**RE:**
CITY:	**PHONE: 662-285-8795**
STATE:	**EMAIL:**
DATE: 3/5/2026	**QUOTE VALID FOR 30 DAYS**
DESCRIPTION	

TO REWIND 150 HP MOTOR TO 200 HP WITH NEW BEARING AND DELIVERY TO CITY.
TOTAL $11,500.00

Tommy Washington

TOMMY WASHINGTON
662-456-6835
tommywashington2514@gmail.com

Estimate

Labor, mileage and materials to replace damage pump and motor at airport station

From

Vaughan Water Works
255 County Road 141
Okolona, MS 38860
United States

To

Starkville Utilities
United States

Estimate No.

EST-2

Date

Mar 04 2026

Estimate Valid Till

Jun 02 2026

Description	Quantity	Rate	Amount
new 600gpm centrifugal pump installed	1	17365.00	USD 17365.00

Sub Total	17,365.00
Total (USD)	**17,365.00**

Email: vaughanwaterworks@gmail.com

Powered by invoicely

BILL YOUNG

662-871-9632
canthavenothing7@yahoo.com
634 Hwy 41N Okolona MS 38860

Bill Young

ESTIMATE

FOR: **City Of Starkville**
cmcclain@starkvilleutilities.com

NUMBER: EST0030
DATE: Mar 2, 2026

Description	Quantity	Unit price	Amount
New 600 gpm centrifugal pump installed	1	$15,100.00	$15,100.00

SUBTOTAL: **$15,100.00**

TOTAL **$15,100.00**

Comments
labor mileage and materials to replace damage pump and motor at airport booster station

EXHIBIT A
STARKVILLE UTILITIES
CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 26-01

Stark Road Force Main Improvements

Project Identification No. _____ Date: March 18, 2026

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("OWNER") and Clearwater Consultants, Inc. ("ENGINEER") dated September 2024.

Scope of Services

The Engineer shall provide Professional Services for the Stark Road Force Main Improvement Project. See the attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will begin upon execution of this work authorization and will be extend until 30 days after final inspection of the completed work.

Compensation

1. Basic Services:

Design, Regulatory Review and Procurement	$ 92,200
Contract Administration, Construction Engineering and Closeout	$ 61,100

2. Additional Services:

Allowance for Route and Obstruction Location Surveys	$ 10,000
Allowance for Materials and Quality Assurance Testing	$ 10,000
Allowance for On-Site Services Beyond Two Visits per Week	$ 16,500

Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit C.

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville

Honorable D. Lynn Spruill, Mayor

Date: March 18, 2026

Clearwater Consultants, Inc.

Carey Hardin, P.E., President

Date: March 18, 2026

EXHIBIT B – SCOPE OF SERVICES
STARKVILLE UTILITIES
CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 26-01

Stark Road Force Main Improvements

PROJECT DESCRIPTION:

The OWNER intends to make improvements to the force main serving the Trim Cane Wastewater Pump Station in northwest Starkville. The improvements contemplated include replacement of a segment of the 45 year-old force main located between Highway 182 and Highway 12 along Stark Rd (hereinafter called the PROJECT) and is engaging the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. DESIGN PHASE: After authorization to proceed the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary drawings as appropriate, determine the extent of the project.

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.

2. Prepare final detailed design contract drawings, specifications and contract documents for the design alternative selected.

3. Submit appropriate documents to state and federal agencies for approval as required.

4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

B. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:

1. Assist the OWNER in securing bids, tabulation and analysis of bid results.

2. Assist the OWNER in preparation of contract documents for the award of construction contracts.

C. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:

1. Arrange and conduct a pre-construction conference.

2. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.

3. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to

determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.

4. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 7 business days from receipt.

5. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.

6. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.

7. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.

8. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.

9. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.

10. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.

11. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.

12. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.

13. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

14. Prepare Record Drawings and deliver in both printed and electronic format to the Owner.

SECTION II – SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.

C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.

D. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.

E. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.

F. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.

G. Extra Work Required to revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.

H. Additional services required for construction administration due to unforeseen circumstances, including, but not limited to, unavoidable delays in construction and contractor not completing work within contract time.

SECTION III – OWNER'S RESPONSIBILITIES

A. Provide full information as to the requirements for the PROJECT.

B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.

C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.

E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.

F. Access to the Site/Jobsite Safety. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The OWNER understands that the ENGINEER is not responsible in any way for the means, methods, sequence, procedures, techniques, scheduling of construction or jobsite safety. The ENGINEER will not be responsible for any losses or injuries that occur at the PROJECT site.

Clearwater Consultants, Inc.
Rate Schedule - 2025

Principal/Project Manager	$ 175.00/Hour
Project Engineer III	$ 155.00/Hour
Project Engineer II	$ 135.00/Hour
Engineer Intern	$ 105.00/Hour
CAD Draftsman	$ 105.00/Hour
RPR/Field Technician III	$ 105.00/Hour
RPR/Field Technician II	$ 75.00/Hour
RPR/Field Technician I	$ 55.00/Hour
Clerical/Admin/Data Processing	$ 55.00/Hour
Survey Crew w/Total Station	
One-Man	$150.00/Hour
Two-Man	$175.00/Hour

Travel

Auto	$ 0.60/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost + 15%
Other Direct Expenses	Actual Cost + 15%

We have prepared a quote for you

Starkville Utilities- Cisco Equipment

Quote # 016956 Version 1

Prepared for:

Starkville Utilities

Prepared by:

Hailey Newell

Starkville Utilities- Cisco Equipment
Expiration Date: 4/7/2026

Prepared by:

Mississippi Location
19440 Hwy 25 North
Louisville,Mississippi 39339
Hailey Newell
616.837.6930
hailey.newell@endeavorit.com

Prepared for:

Starkville Utilities
605 Doctor Martin Luther King Junior Drive
East
Starkville, MS 39759
Joel Clements

joel.clements@cityofstarkville.org

Quote Information:

Quote #: 016956
Version: 1
Delivery Date: 03/10/2026

General Notations

This quote is not an invoice. An invoice will be issued after a PO or signature has been received.

Unused items in original condition may be returned within 30 days of receipt. Restocking fees, set at a minimum of 15% of the original sale price, will be applied upon return. Additionally, all shipping and handling charges will be billed to the customer.

Product or Vendor specifics:

Recurring Monthly Services and Products: Recurring Monthly Service and Products provided in the estimate are determined to be for a minimum of a 1 year term which will automatically renew for an additional 1 year term. The term of the 1 year agreement starts on the first day of the month following acceptance of the estimate. CUSTOMER must provide, in writing, a cancellation notice a minimum of 30 days in advance of the end of the 1 year term. For recurring products based on a per-unit charge, CUSTOMER agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit.

Dell Products: Effective Monday. March 4th, 2024, Dell has issued a return policy that does not permit returns from commercial customers. Please review your quote and ensure overall accuracy for your needs before your final purchase. All sales for Dell are final.

Mitel Phone Purchases: When you receive your phones, please check each phone to ensure that the phone works. There is a 90 day return policy from the date the phones were shipped for phones that do not work. If the shipment date is over 90 days, then the return will be subject to any charges incurred to replace the phone.

Statement of Work

Statement of Work (SOW)

Scope of Work

5 Installation and Configuration of Switches

Post-Delivery Issue Resolution Window

Following completion and delivery of the work outlined in this Statement of Work, the Client will have a period of forty-five (45) calendar days to review and identify any issues related to the delivered work.

Client System Changes and Impact

Any modifications or configuration changes made by the Client or a third party after project completion are outside the scope of this SOW.

Cabling

Description		Price	Qty	Ext. Price
VAR-N370-01M	**Tripp Lite series Duplex Singlemode 9/125 Fiber Patch Cable (LC/LC), 1M (3 ft.)**	$17.00	5	$85.00
VAR-N201-003-RD	**Tripp Lite series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Red, 3 ft. (0.91 m)**	$3.00	5	$15.00
VAR-N201-006-RD	**Tripp Lite series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Red, 6 ft. (1.83 m)**	$4.00	5	$20.00
VAR-N201-010-RD	**Tripp Lite series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Red, 10 ft. (3.05 m)**	$5.00	5	$25.00
			Subtotal:	**$145.00**

Networking

Description		Price	Qty	Ext. Price
VAR-C9200CX-12P-2X2G-E	**Catalyst 9000 Compact Switch 12-Port PoE+, 240W, Essentials**	$1,680.00	5	$8,400.00
VAR-CON-SNT-C920CXPO	**SNTC-8X5XNBD Catalyst 9000 Compact Switch 12-Port PoE 3 Years**	$520.00	5	$2,600.00
VAR-C9200CX-DNAE12-3Y	**C9200CX Cisco DNA Essentials, 3Y Term License, 12P**	$224.00	5	$1,120.00
VAR-CAB-TA-NA	**North America AC Type A Power Cable**	$0.00	5	$0.00
VAR-C9200CX-DNA-E-12	**C9200CX Cisco DNA Essentials, 12-Port Term Licenses**	$0.00	5	$0.00
VAR-SERV-NETWORK	**Installation and Configuration of Switches**	$250.00	5	$1,250.00
			Subtotal:	**$13,370.00**

Quote Summary

Description	Amount
Cabling	$145.00

Quote Summary

Description	Amount
Networking	$13,370.00
Total:	**$13,515.00**

Terms and Conditions

A. Estimates are valid for 30 calendar days from the date of issuance to the CUSTOMER. All estimates are created in Good Faith and are generated from information known at the time of the estimate and DO NOT constitute any type of price guarantee.

B. Terms and Late Payment Fees. All invoices and payments are Due Upon Receipt unless other terms are approved by ENDEAVOR IT. Late Payment is defined as payments not received under the standard terms following our sending the invoice via e-mail to your billing liaison. There is a late payment penalty of 1.5% of the amount past due per month. In addition, all past due amounts, including the late charge, shall bear interest at the lower of 1.5% per month or the applicable maximum legal rate. If there is any late payment(s) on your account, ENDEAVOR IT, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or disconnect the servicing of your account, without notice to the CUSTOMER.

C. Professional Services and Products. ENDEAVOR IT will provide the Professional Services and products to the CUSTOMER as detailed herein or in any schedules attached to this estimate and invoice these amounts in full. For recurring products based on a per-unit charge, CUSTOMER agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit of measure in the estimate.

D. Billing Terms. On-site services are billed "portal-to-portal". The service charges for on-site service begins when a billable staff member leaves the ENDEAVOR IT headquarters and ends when that member returns to the ENDEAVOR IT office.

E. After-Hours. All Services provided during normal business hours are defined as Monday through Friday, 8:00 AM to 5:00PM Eastern Time, excluding nationally recognized Holidays. After-hours rates are defined as Services performed outside of normal business hours as defined above and may incur additional charges.

F. Travel Expenses. ENDEAVOR IT will invoice for any additional travel expenses including but not limited to parking, tolls, hotels, airline fees, and other costs incurred on behalf of the CUSTOMER.

G. Out of Scope Services and Products. Out of Scope Services and Products are defined as Service and/or Product costs that, by the sole determination of ENDEAVOR IT, may be incurred in excess of the original estimate that are specifically requested or required in order to successfully fulfill the CUSTOMER'S expectations of the estimate. If ENDEAVOR IT and/or CUSTOMER determine during the course of providing Services and Products specific to a particular engagement that there may be Out of Scope Services and Products, each has the responsibility to bring to the other's attention the overage as quickly as reasonably possible. Each party agrees to work together expeditiously to quantify and provide an estimate to the CUSTOMER for any Out of Scope items PRIOR to any additional costs being incurred on behalf of the CUSTOMER.

H. Professional Service and Product Overages. Overages are defined as Services and Products in excess of the original Bill of Materials from which the estimate was generated. For Services, the ENDEAVOR IT agrees to closely monitor Services used vs. Services estimated and to escalate to management when the amount remaining is less than 20% of the estimate. ENDEAVOR IT's management will evaluate whether or not the estimated Services and/or Products will be sufficient to complete the original Statement of Work. Should additional Services and/or Products be necessary to complete the original statement of work, ENDEAVOR IT will determine additional costs required and provide an additional estimate to the CUSTOMER. In both cases, the CUSTOMER agrees to be willing to review additional costs in good faith should such overage be deemed necessary.

I. Prepayment/Down payment. ENDEAVOR IT reserves the right, on a case-by-case basis, to request via invoice and receive a prepayment or down payment on any service or product prior to performing any work or procuring any products on behalf of the CUSTOMER.

J. Shipping/Handling Fees. Shipping/Handling fees incurred from accepted estimates may be invoiced to the CUSTOMER.

K. Bills of Material generation. Any products that are presented for quotation to ENDEAVOR IT on behalf of the CUSTOMER without validation by ENDEAVOR IT are deemed to be validated by the CUSTOMER. In this case, the CUSTOMER assumes full responsibility for the accuracy of the Bill of Material. ENDEAVOR IT, in coordination with the CUSTOMER, may choose to perform a technical validation prior to ordering which may result in additional costs to the CUSTOMER.

L. Returns/RMA. Any ENDEAVOR IT validated product ordered by ENDEAVOR IT on behalf of the CUSTOMER can be returned via RMA (Return Material Authorization) within 30 days of the invoice date to the CUSTOMER subject to RMA approval by

ENDEAVOR IT. Returns/RMA products may be subject to a restocking fee and additional shipping fees.

M. Initial Setup Fee. If applicable, ENDEAVOR IT will perform the installation as detailed herein or in any attached schedules. Once accepted by the CUSTOMER, CUSTOMER agrees to pay any installation fees defined herein.

N. Recurring Monthly Services and Products. Recurring Monthly Service and Products provided in the estimate are determined to be for a minimum of a 1 year term which will automatically renew for an additional 1 year term. The term of the 1 year agreement starts on the first day of the month following acceptance of the estimate. CUSTOMER must provide, in writing, a cancellation notice a minimum of 30 days in advance of the end of the 1 year term. For recurring products based on a per-unit charge, CUSTOMER agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit.

O. Taxes. There shall be added to the charges due an amount equal to all taxes based upon all services, equipment, hardware, software, freight and other applicable charges. This includes all state and local sales and use taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by ENDEAVOR IT in respect to the foregoing.

P. Invoicing. ENDEAVOR IT will invoice CUSTOMER for all approved services, charges, hardware, software, and taxes on demand according to CUSTOMER terms of this estimate. Invoicing is performed by ENDEAVOR IT on or about the first and 15th of each month. Any questions arising from an invoice generated by ENDEAVOR IT must be communicated by the CUSTOMER to ENDEAVOR IT within 15 days of issuance of the invoice or the invoice is deemed to be acceptable by the CUSTOMER.

Q. Electronic Payments. Payments made to ENDEAVOR IT in the form of cash/check or ACH will be processed at the price quoted herein. All other forms of payment will incur a 3% addition to the quote for loss of cash discount.

R. By issuing a Purchase Order (PO) for this proposal, you acknowledge and accept the estimated pricing, as well as the terms and conditions outlined in this document.

Mississippi Location

Signature: Hailey Newell

Name: Hailey Newell

Title: Sales Account Executive

Date: 03/10/2026

Starkville Utilities

Signature:

Name: Joel Clements

Date: 3/17/26

32. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM ENDEAVOR IT IN THE AMOUNT OF $13,515.00 FOR NETWORKING EQUIPMENT AT OUR WATER TREATMENT FACILITIES.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the March 17, 2026 Official Agenda, and to accept items for consent, whereby the "approval to accept the low quote from Endeavor it in the amount of $13,515.00 for networking equipment at our water treatment facilities" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill noted there would be a city-wide garbage pick-up April 2 as the City will be closed on Good Friday. She announced there will be Starkville High School parade and pep rally to celebrate the boys and girls basketball teams for both teams winning the championship on Tuesday, March 24. Mayor Spruill introduced new employees Lawson Sumner, Warren Hudson and Kadaisa Jones with Starkville Utilities, Pooja Shaunak with the City Clerk's Office, and Darlene Brooks with Human Resources.

BOARD OF ALDERMEN COMMENTS: Vice Mayor Perkins noted that the former City Attorney, Chris Latimer and former Alderman of Ward 3, Jeffery Rupp were in attendance.

CITIZEN COMMENTS:
Alvin Turner, Ward 7, noted that Lenora Tucker wanted to thank everyone for their support since the passing of her husband as well as the Perkins, Howard, and Turner families appreciated the support.
Kathy Bibbs, 405 S. Lafayette Street, expressed concern about sewage backup at her property and would like the City to come and inspect.
Rodney Lincoln, Ward 2, noted Edward Kemp and the utilities department did a great job restoring power during the storm Sunday

FIRST PUBLIC HEARING TO ADOPT AN ORDINANCE TO CONTROL THE SALE OF SYNTHETIC KRATOM AND KRATOM PRODUCTS WITHIN THE CITY LIMITS OF STARKVILLE.

Mayor Spruill opened the Public Hearing to the public. She called for citizens to take turns whether speaking neutral, for and against the proposed Kratom ordinance.

Speaking in favor:

Brandie Stribling stated the effects that 7OH pills and Kratom have had on her family and would like it to be banned. She also gave a petition.

Emily Landrum, a family physician, spoke in favor of banning all Kratom products and substances and spoke of the dangers of Kratom and of how addictive the product is.

Mike Sullivan noted that on Sunday he received an email from Krabot of Las Vegas, NV

notifying people in Mississippi of the public hearing being held in Starkville on banning the use of Kratom products and urged the public to come and speak in favor of the product. Mr. Sullivan noted that he was in favor of banning all Kratom products. He read several testimony's stating reasons to ban the product.

Speaking against:

Sherry Owens spoke against a full ban on Kratom. Mrs. Owens noted that she only uses the natural leaf Kratom and the benefits it has for her over the past 8 ½ years. Mrs. Owens stated that 7OH is bad. She noted that she is an advocate and worked with the drug commissioner to pass a Bill to use natural leaf Kratom only.

Vickie Hanson spoke on the benefits of Kratom and how it has helped so many. Mrs. Hanson suggested alternatives to amend the ordinance rather than banning Kratom. She suggested banning 7OH, talking with the state legislature about adding consumption tax where anyone purchasing the product must pay an additional 1-2% sales tax and putting that money back into drug rehabilitation programs.

Following the public hearing, no vote was taken. The Board will hold a second Public Hearing at the next regular meeting for further discussion and possible action.

Alderman Sistrunk noted that the Board was taking their time and make sure to get the ordinance right. Alderman Sistrunk stated that based on what she was hearing was that the natural Kratom has very low 7OH drug in it as compared to the blends. She noted that speaking with the police department and based off their survey is that the only Kratom product being sold in Starkville was the blends or the concentrates and synthetic materials and not a natural leaf Kratom product. She suggested the ordinance ban all synthetic and blends and allow the natural leaf Kratom

Mayor Spruill said she would tweak the ordinance to where the Board would have a choice of what they would like to do.

Vice Mayor Perkins noted that this was the 1st of 2 public hearings regarding the issue of whether the City should ban Kratom. He noted the Police Chief provided the Mayor and Board with a Kratom fact sheet. He would like the Kratom fact sheet to be submitted in the minutes as a record of evidence to support whatever decision is made by the Board and all the testimonies said, emails, and documents submitted to support the Board's decision. He noted that the Board will consider all evidence. He noted that if this were to go into a review for court, that the court would know that the Board is concerned about this matter and has reviewed all the evidence to support their decision. He then gave the City Clerk the 6 page Kratom fact sheet.

ORDINANCE TO AMEND THE CODE OF ORDINANCES TO BAN THE USE, POSSESSION, PURCHASE, DISTRIBUTION, SALE OR ATTEMPTED USE, POSSESSION, PURCHASE, DISTRIBUTION OR SALE OR PUBLIC DISPLAY FOR SALE OF SYNTHETIC KRATOM AND KRATOM PRODUCTS, AND FOR RELATED PURPOSES

WHEREAS, Kratom is a tropical tree (Mitragyna speciosa) that is native to Southeast Asia, and products prepared from kratom leaves are available in the United States online and in brick-and-mortar stores and are alleged to self-treat conditions such as pain, coughing, diarrhea, anxiety and depression, and opioid use disorder; and

WHEREAS, the United States Drug Enforcement Agency has listed kratom as a Drug and Chemical of Concern, citing the addictive properties of kratom, and its tendency to cause psychotic symptoms such as hallucinations, delusions and confusion in addicted individuals, and its effects on the human body that contribute to anorexia, weight loss, insomnia, hepatoxicity, and seizures; and

WHEREAS, the Food and Drug Administration has likewise warned the public of the addictive qualities of kratom stating that users of kratom have been observed to exhibit signs of Substance Abuse Disorder, including using kratom for longer than intended, using more kratom than intended, having cravings for kratom, continuing to use kratom despite adverse consequences (either physically or in their personal life), increasing the amount of kratom used to produce the same effect (tolerance), and experiencing withdrawal symptoms when kratom use was stopped (physical dependence); and

WHEREAS, law enforcement reports indicate that kratom is currently the leading cause of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of in-patient drug rehabilitation treatment in the State; and

WHEREAS, a report from the Mayo Clinic indicates that because of its unregulated status, kratom products purchased over the counter may contain levels of psychoactive ingredients exceeding the amount indicated on the packaging, and ingestion of the mislabeled products can contribute to cases of psychosis, illness, and even death, especially if taken in conjunctions with other substances; and

WHEREAS, neither kratom nor its known alkaloids are lawfully marketed in the United States as a prescription or over-the-counter drug product, dietary supplement, or a food additive in conventional food to treat any medical condition, and the Food and Drug Administration has determined that kratom is not appropriate for any such use; and

WHEREAS, the Mississippi Legislature during its 2025 Regular Session adopted House Bill 1077 placing restrictions on the possession and sale of kratom and kratom products,

namely, that no person shall sell or distribute Kratom products to any person under the age of 21 years, nor shall any person under the age of 21 years possess any kratom products; and

WHEREAS, House Bill 1077 authorized the governing authorities of each municipality to enact additional regulations and prohibitions on the possession, sell and distribution of kratom and kratom products; and

WHEREAS, pursuant to Miss. Code Ann. § 21-19-15 (1972, as amended), the governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality; and

WHEREAS, kratom and kratom products are presently available for purchase in the City of STARKVILLE, and due in part to the reasons stated herein, its continued availability even to individuals over the age of 21 is detrimental to public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED by the governing authorities of the City of STARKVILLE, Mississippi, the following, to-wit:

1. All of the matters and things recited in the premises sections of this Ordinance are found and determined to be true and accurate, and in accordance with lawful policing powers of the City of STARKVILLE, Mississippi.

2. Section 12 – Law Enforcement of the City of STARKVILLE Code of Ordinances shall be amended as follows 12.11 shall read (additions in bold italics): No person shall use, possess, purchase, distribute, or sale, or attempt to use, possess, purchase, distribute or sale or publicly display for sale any one or more of the following chemicals or substances, regardless of physical form or characteristic, within the city limits of the City of STARKVILLE, Mississippi:

(1) Salviadivinorum or salvinorum A: all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof an extract from any part of such plant, and every compound, manufactured salts derivative, mixture or preparation of such plant, its seeds or extracts;

(2) (6aR,1OaR)-9-(hydroxymethy1)-6,6dimethyl-3-(2-methyloctan-2-y1)-6a7, 10. 10a-tetrahydrobenzo[c]chromen-1-o1 - some trade or other names: HU210;

(3) 1-Pentyl-1-(1-naphthoy1) indole - some trade or other names: JWH-018/spice;

(4) 1-Butyl-3-(1-naphthoyl) indole - some trade or other names: JWH-073;

(5) 1-(3-[trifluoromethylphenyl]) piperazine - some trade or other names: TFMIP;

(6) 4-methoxymethcathione and Ethylcathinone;

(7) Products sold as "kratom", or any part of the plant Mitragyna speciosa, Mitragyna speciosa Korth., Mitragyna speciosa leaf extract, Mitragyna speciosa extract, whether growing or not, and any compound, manufacture, salt, derivative, capsule, tablet, caplet, gelcap, pill, powder, liquid, vegetative material, mixture, or preparation of the plant, including but not limited to any product containing mitragynine or 7- hydroxymitragynine (7-OH). a. This includes any Mitragyna speciosa specific alkaloids, isomers, esters, ethers, salts, and salts of isomers, esters, and ethers, including but not limited to synthetics or natural products which include the active ingredients in kratom, such as:

i. Ajmalicine (raubasine);
ii. Mitraphylline:
iii. Rhynchophylline;
iv. Mitragynine pseudoindoxyl;
v. Or other similar product(s) with the active ingredients or with similar structural analogs commonly found in Kratom, including:

1. Corynantheidine, 7-acetoxymitragynine, corynoxine A and B, 3-dehydromitragynine, 3-isocorynantheidine, 3- isopaynantheine, isomitraphylline, isospeciofoline, isospecionoxeine, mitraciliatine, mitrafoline, mitragynaline, mitraphyline, mitraspecin, paynantheine, speciociliatin, speciofolin, speciogynine, specionoxein, speciophylline, and stipulatine.

vi. This shall include every variation of products sold for human consumption or otherwise using the trade name Kratom or similar trade names or descriptors, including, but not limited to: Krathom, Kakuam, Ketum, Kratum, Ithang, Thang, Thom, Bial,, Biak-Biak, Mambog, Super K, Life Force K, K-Chill, Herbal Speedball, VivaZen, or K-shot.

(8) or any similar structural analogs. If any of the aforementioned substances shall be found in the possession of any person, unless specifically excluded herein, the substances shall be confiscated and destroyed by law enforcement officials.

(9) It shall not be an offense under subsection (a) above of this section if a person shall be acting at the direction of an authorized agent of STARKVILLE, Mississippi, to enforce or ensure compliance with this law prohibiting the use, possession, purchase, distribution or sale of the aforementioned substance.

(10) This section shall not apply to any person who shall commit any act described in this section pursuant to the lawful direction or prescription of duly-licensed physician or dentist authorized to direct or prescribe such act. This section shall not apply to the

inhalation of anesthesia for a medical or dental purpose which inhalation of anesthesia shall be administered by or under the supervision of a duly licensed physician or dentist.

(11) Any person found to be guilty of violating this section shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed $1,000.00, or imprisonment not exceeding six months, or both.

3. This ordinance shall go into effect thirty (30) days after passage. The City Clerk shall cause this ordinance to be published in full at least one (1) time in the local paper.

After public hearings and full discussion of this matter, Alderman _____ moved that that foregoing ordinance be adopted and said motion was seconded by Alderman _____and after having been reduced to writing, the vote and the results were as follows:

ALDERMAN KIM MORELAND	voted _____
ALDERMAND SANDRA SISTRUNK	voted _____
ALDERMAN KYLE SKINNER	voted _____
ALDERMAN MIKE BROOKS	voted _____
ALDERMAN WILLIAM POCHOP	voted _____
ALDERMAN ROY A'. PERKINS	voted _____
ALDERMAN HENRY S. VAUGHN	voted _____

WHEREUPON, the Mayor declared the foregoing Ordinance passed and adopted at a regular meeting of the Board of Aldermen on this the _____ day of _____, 2026.

_____
JOANNA MCLAURIN, CITY CLERK

_____
D. LYNN SPRUILL, MAYOR
CITY OF STARKVILLE, MISSISSIPPI

MISSISSIPPI LEGISLATURE
2025 Regular Session
To: Business and Commerce
By: Representative Yancey

House Bill 1077

AN ACT TO PROHIBIT PERSONS UNDER THE AGE OF TWENTY-ONE YEARS FROM ENTERING THE PREMISES OF A RETAILER THAT SELLS, STORES, OR MAINTAINS KRATOM PRODUCTS; TO PROHIBIT PERSONS UNDER THE AGE OF TWENTY-ONE YEARS FROM PURCHASING, RECEIVING, OR HAVING IN HIS OR HER POSSESSION ANY KRATOM PRODUCTS; TO PROHIBIT RETAILERS FROM SELLING ANY KRATOM PRODUCTS TO ANY PERSON UNDER THE AGE OF TWENTY-ONE YEARS; TO REQUIRE RETAILERS THAT SELL, STORE, OR MAINTAIN KRATOM PRODUCTS TO POST A SIGN IN A CONSPICUOUS PLACE AT OR NEAR EACH ENTRANCE STATING THAT ONLY PERSONS TWENTY-ONE YEARS OF AGE OR OLDER ARE PERMITTED TO ENTER THE PREMISES; TO DEFINE CERTAIN TERMS RELATING TO THIS ACT; TO PROVIDE PENALTIES FOR A VIOLATION OF THIS ACT; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. As used in this act, the following terms have the meanings as defined in this section, unless the context clearly indicates otherwise:

(a) "Kratom product" means a product containing any part of the leaf of the plant Mitragyna Speciosa, or an extract of it processed as a powder, capsule, pill, beverage, or any other edible or consumable form, or any product containing Mitragynine or 7-hydroxymitragynine.

(b) "Retailer" means any individual, partnership, corporation, cooperative association, or other business entity that sells, advertises, represents, or holds itself out as selling, kratom products to consumers at retail, or stores or maintains kratom products.

SECTION 2. (1) (a) No person under the age of twenty-one (21) years shall be permitted to enter the premises of a retailer that sells, stores, or maintains kratom products.

(b) No person under the age of twenty-one (21) years

shall purchase, receive, or have in his or her possession in any public place, any kratom product.

(2) (a) No retailer, nor any owner, operator, employee, representative, or agent of such retailer, shall sell, furnish, dispose of, give, or cause to be sold, furnished, disposed of, or given, any kratom product to any person under the age of twenty-one (21) years.

(b) Retailers that sell, store, or maintain kratom products shall post a sign in a conspicuous place at or near each entrance stating that only persons twenty-one (21) years of age or older are permitted to enter the premises.

SECTION 3. (1) (a) Any person under the age of twenty-one (21) years who falsely states he or she is twenty-one (21) years of age or older, or presents any document that indicates he or she is twenty-one (21) years of age or older, for the purpose of entering the premises of a retailer that sells, stores, or maintains kratom products shall be guilty of a misdemeanor, and shall be punished by a fine of not less than Two Hundred Dollars ($200.00), nor more than Five Hundred Dollars ($500.00), and a sentence to not more than thirty (30) days' community service.

(b) Any person under the age of twenty-one (21) years who purchases, receives, or has in his or her possession in any public place, any kratom product, shall be guilty of a misdemeanor and shall be punished by a fine of not less than Two Hundred Dollars ($200.00) nor more than Five Hundred Dollars ($500.00).

(2) (a) Any owner, operator, employee, representative, or agent of a retailer that sells, stores, or maintains kratom

products, who violates, or permits the violation of, Section 2 (1) (a) of this act, upon conviction, shall be punished by a fine of not more than One Thousand Dollars ($1,000.00), or imprisoned in the county jail not more than six (6) months, or by both such fine and imprisonment.

(b) Any owner, operator, employee, representative, or agent of a retailer that sells, stores, or maintains kratom products, who shall sell, furnish, dispose of, give, or cause to be sold, furnished, disposed of, or given, any kratom product to any person under the age of twenty-one (21) years, upon conviction, shall be punished by a fine of not more than One Thousand Dollars ($1,000.00), or imprisoned in the county jail not more than six (6) months, or by both such fine and imprisonment.

SECTION 4. This act shall take effect and be in force from and after July 1, 2025.

FDA NEWS RELEASE

FDA Takes Steps to Restrict 7-OH Opioid Products Threatening American Consumers

Agency alerts health care professionals and consumers of 7-hydroxymitragynine risks

More Press Announcements (/news-events/newsroom/press-announcements)

For Immediate Release:
July 29, 2025

The U.S. Food and Drug Administration today is taking a bold step to protect Americans from dangerous, illegal opioids by recommending a scheduling action to control certain 7-hydroxymitragynine (also known as 7-OH) products under the Controlled Substances Act (CSA).

The FDA is specifically targeting 7-OH, a concentrated byproduct of the kratom plant; it is not focused on natural kratom leaf products. 7-OH is increasingly recognized as having potential for abuse because of its ability to bind to opioid receptors. The FDA is releasing a new report (https://www.fda.gov/media/187899/download?attachment) to educate the public about the health concerns of 7-OH and its distinction from the kratom plant leaf.

"Today, we're taking action on 7-OH as a critical step in the fight against opioid addiction," **said HHS Secretary Robert F. Kennedy, Jr**. "We will protect the health of our nation's youth as we advance our mission to Make America Healthy Again."

This recommendation follows a thorough medical and scientific analysis by the FDA and is one of several efforts to address the agency's concerns around the growing availability and use of 7-OH opioid products. There are no FDA-approved 7-OH drugs, 7-OH is not lawful in dietary supplements and 7-OH cannot be lawfully added to conventional foods.

"Vape stores are popping up in every neighborhood In America, and many are selling addictive products like concentrated 7-OH. After the last wave of the opioid epidemic, we cannot get caught flat-footed again," **said FDA Commissioner Marty Makary, M.D., M.P.H.** "7-OH is an opioid that can be more potent than morphine. We need regulation and public education to prevent another wave of the opioid epidemic."

The availability of 7-OH products is a major concern to the FDA, as consumers can easily purchase products with concentrated levels of 7-OH online and in gas stations, corner stores and vape shops. The FDA is particularly concerned with the growing market of 7-OH products that may be especially appealing to children and teenagers, such as fruit-flavored gummies and ice cream cones. These products may not be clearly or accurately labeled as to their 7-OH content and are sometimes disguised or marketed as kratom. The FDA has also published educational materials (https://www.fda.gov/media/187900/download) for consumers to be more informed about these harmful products.

In June, the FDA issued warning letters to seven companies for illegally distributing products containing 7-OH, including tablets, gummies, drink mixes and shots. Today, the FDA is also issuing a letter to health

care professionals (https://www.fda.gov/media/187898/download?attachment) and is warning consumers (https://www.fda.gov/drugs/information-consumers-and-patients-drugs/hiding-plain-sight-7-oh-products) about the risks associated with 7-OH products.

Under the CSA, drugs, substances and certain chemicals are placed into one of five schedules based upon their medical use, potential for abuse and safety or dependence liability. The Drug Enforcement Administration is reviewing the recommendation and has the final authority on scheduling, which requires a rulemaking process that includes a period for the public to provide comments before any scheduling action is finalized.

Related Information

- Hiding in Plain Sight: 7-OH Products (/news-events/public-health-focus/hiding-plain-sight-7-oh-products)

Media:
HHS Request for Comment (https://www.hhs.gov/request-for-comment-form/index.html?Agency=ASPA)
202-690-6343 (tel:202-690-6343)

Consumer:
888-INFO-FDA (tel:888-INFO-FDA)

###

The FDA, an agency within the U.S. Department of Health and Human Services, protects the public health by assuring the safety, effectiveness, and security of human and veterinary drugs, vaccines and other biological products for human use, and medical devices. The agency also is responsible for the safety and security of our nation's food supply, cosmetics, dietary supplements, radiation-emitting electronic products, and for regulating tobacco products.

Was this page helpful? * (required)

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FDA NEWS RELEASE

FDA Seizes 7-OH Opioids to Protect American Consumers

More Press Announcements (/news-events/newsroom/press-announcements)

For Immediate Release:
December 02, 2025

The U.S. Food and Drug Administration, in coordination with the U.S. Department of Justice, announced today that the U.S. Marshals Service seized approximately 73,000 units of 7-hydroxymitragynine (7-OH) products—valued at roughly $1 million—from three firms in Missouri.

The seizure focused on foods and dietary supplement products—including liquid shots and tablets—containing concentrated 7-OH as an added ingredient. Concentrated 7-OH is increasingly recognized as having potential for abuse because of its ability to bind to opioid receptors. It cannot be lawfully added to dietary supplements or conventional foods. These products are considered adulterated because 7-OH does not meet applicable safety standards. Also, the FDA has not approved 7-OH for medical use.

"This enforcement action is a strong step to protect Americans from the dangers of concentrated 7-OH products, which are potent opioids," **said FDA Commissioner Marty Makary, M.D., M.P.H.** "We must be proactive and vigilant to address emerging threats to our communities and our kids."

The FDA worked closely with the Missouri Department of Health and Senior Services in this enforcement action, which builds on the FDA's comprehensive efforts (https://www.fda.gov/news-events/public-health-focus/hiding-plain-sight-7-oh-products) to protect Americans from dangerous, illegal opioid substances. In July of this year, the FDA recommended the scheduling of certain 7-OH products under the Controlled Substances Act and issued warning letters (https://www.fda.gov/news-events/press-announcements/fda-issues-warning-letters-firms-marketing-products-containing-7-hydroxymitragynine) to companies for illegally distributing products containing 7-OH, including tablets, gummies, drink mixes and shots. FDA also notified health care professionals (https://www.fda.gov/media/187898/download?attachment) and informed consumers (https://www.fda.gov/consumers/consumer-updates/products-containing-7-oh-can-cause-serious-harm) of the risks associated with concentrated 7-OH products.

"The rise in the use of concentrated 7-OH as an illegal ingredient in foods and dietary supplements is of particular concern for the FDA," **said FDA Deputy Commissioner for Human Foods, Kyle Diamantas, J.D.** "Actions like those announced today put a marker down that our agency will not tolerate the use of this dangerous ingredient in foods and dietary supplements, especially in products that are accessible to our nation's youth."

These recent operations demonstrate coordinated federal enforcement efforts against concentrated 7-OH products. The FDA reminds all manufacturers and

IN THE CIRCUIT COURT OF LEE COUNTY, MISSISSIPPI

MOHAMED GAMIEL **APPELLANT**

V. **CAUSE NO.** UV26-012(PF)C

CITY OF TUPELO, MISSISSIPPI,
TUPELO CITY BOARD OF ALDERMAN **APPELLEES**

NOTICE OF APPEAL

COMES NOW Appellant Mohamed Gamiel, pursuant to Miss. Code Ann. § 11-51-75, and files this appeal of the City of Tupelo, Mississippi and its Board of Alderman's decision, on February 3, 2026, banning any person to "use, possess, purchase, distribute, or sale, or attempt to use, possess, purchase, distribute, or sale or publicly display for sale" a substance commonly referred to as "kratom." In support thereof, Appellant avers as follows:

I. Background Facts

1. Appellant Mohamed Gamiel is the owner of a retail store within the City of Tupelo who displays to sell and sells the substance referred to in the unnumbered ordinance as "kratom". The ordinance states

FILED
FEB 13 2026
CAMILLE ROBERTS DULANEY
LEE CO. CIRCUIT CLERK
D.C.

that it is intended to amend § 19-131 of the City of Tupelo Code of Ordinances.

2. "Kratom" is a natural substance derived from the *mitragyna speciosa*, a tropical evergreen tree in the coffee family native to Southeast Asia. The leaves of this tree have been used for centuries as an herbal supplement in traditional medicines.

3. Naturally occurring kratom is a safe herbal supplement that is used by millions of people for pain management, energy, depression and anxiety. Kratom is not a synthetic substance or a drug.

4. As a consequence of this ordinance, Appellant is directly injured by the ordinance, in the loss of revenue and the value of assets owned, and has standing to bring this appeal.

5. The ordinance was passed by the Tupelo City Board of Alderman on February 3, 2026. Therefore, this appeal is timely-filed pursuant to Miss. Code Ann. § 11-51-75, being filed within 10 days of the Board's adoption of the ordinance.

II. Grounds for Appeal

6. The grounds for the appeal are numerous, including but not limited to: Tupelo's adoption of the ordinance was arbitrary and not

supported by substantial evidence. In fact, no evidence was cited by the City in support of this ordinance, other than self-serving statements in the ordinance itself, without any citations to actual evidence or supported facts, in violation of the rights of due process of law, equal protection of law, the right of free speech, among others, protected by the Mississippi Constitution.

7. Additionally, Appellant personally knows many individuals of all ages who have indicated they would be literally disabled by this ban because kratom helps alleviate pain, anxiety, depression, and other medical ailments. Without access to kratom, many of these individuals will resort to more dangerous and potentially deadly street drugs due to the lack of any other effective remedy.

III. Designation of Record

8. No public hearings were held regarding this ordinance. Consequently, any transcript or other information relied upon by Tupelo in adopting this ordinance is solely in its possession.
9. Therefore, Appellant designates the record in this matter to include all writings, matters, items, documents, plats, maps and

transcripts of proceedings related to the consideration and passage of this ordinance by the City of Tupelo and its Board of Alderman.

10. Pursuant to Miss. Code Ann. 11-51-75(a)(iv), a copy of this Notice is being hand-delivered to the Mayor and City Clerk.

FOR THE FOREGOING REASONS, Appellant respectfully requests that this appeal be accepted and docketed by the Circuit Court; that the City Clerk assemble a complete record of proceedings to include all writings, matters, items, documents, plats, maps, and transcripts of proceedings related to the adoption of this ordinance, and certify that the record is accurate and complete upon delivery to the Circuit Clerk within 30 days; that a briefing schedule be established by the Court; and that a date be set for hearing of this matter.

Respectfully submitted,

BY:

BRADLEY S. CLANTON; MSB #10505

Bradley S. Clanton (MSB # 10505)
CLANTON LAW FIRM, PLLC
2735 Clarkson Road
Eupora, Mississippi 39744
Phone: 601-454-8794
Email: brad@clantonlawms.com
www.clantonlawms.com

Attested to by:

Mohamed Gamiel

STATE OF MISSISSIPPI
COUNTY OF LEE

SUBSCRIBED and SWORN to before me this:

13 day of February, 2026

BILL BENSON. Chancery Clerk
and Ex-Officio Notary Republic
By _____ D.C.
My commission Expires first Monday in January 2028

Notary Public

Lee County, State of Mississippi

My commission expires: _____

FILED

FEB 13 2026

CAMILLE ROBERTS DULANEY
LEE CO. CIRCUIT CLERK
_____ D.C.

What is Kratom?

- Kratom tree (Mitragyna Speciosa) is indigenous to Southeast Asia.
- Traditionally used for pain relief and energy by agricultural workers.
- Kratom and coffee are members of the Rubiaceae family of plants.
- Strains: Red, Green, White

This Photo by Unknown Author is licensed under CC BY-ND

Nature's Symphony Orchestra

- Kratom has over 40 alkaloids. The most abundant is mitragynine. 7-hydroxymitragynine (7OH) is found in less than 2% of the plant (most often in trace amounts).
- Kratom is most stimulating (similar to coffee) at low doses. Higher doses can cause relaxing and analgesic effects.
- Kratom is a partial opioid agonist, unlike full agonists like oxycodone, fentanyl and heroin.

Who Uses Kratom & Why?

61% Women

Avg Age is 40 yrs old

84% College Educated

91% for Pain Relief

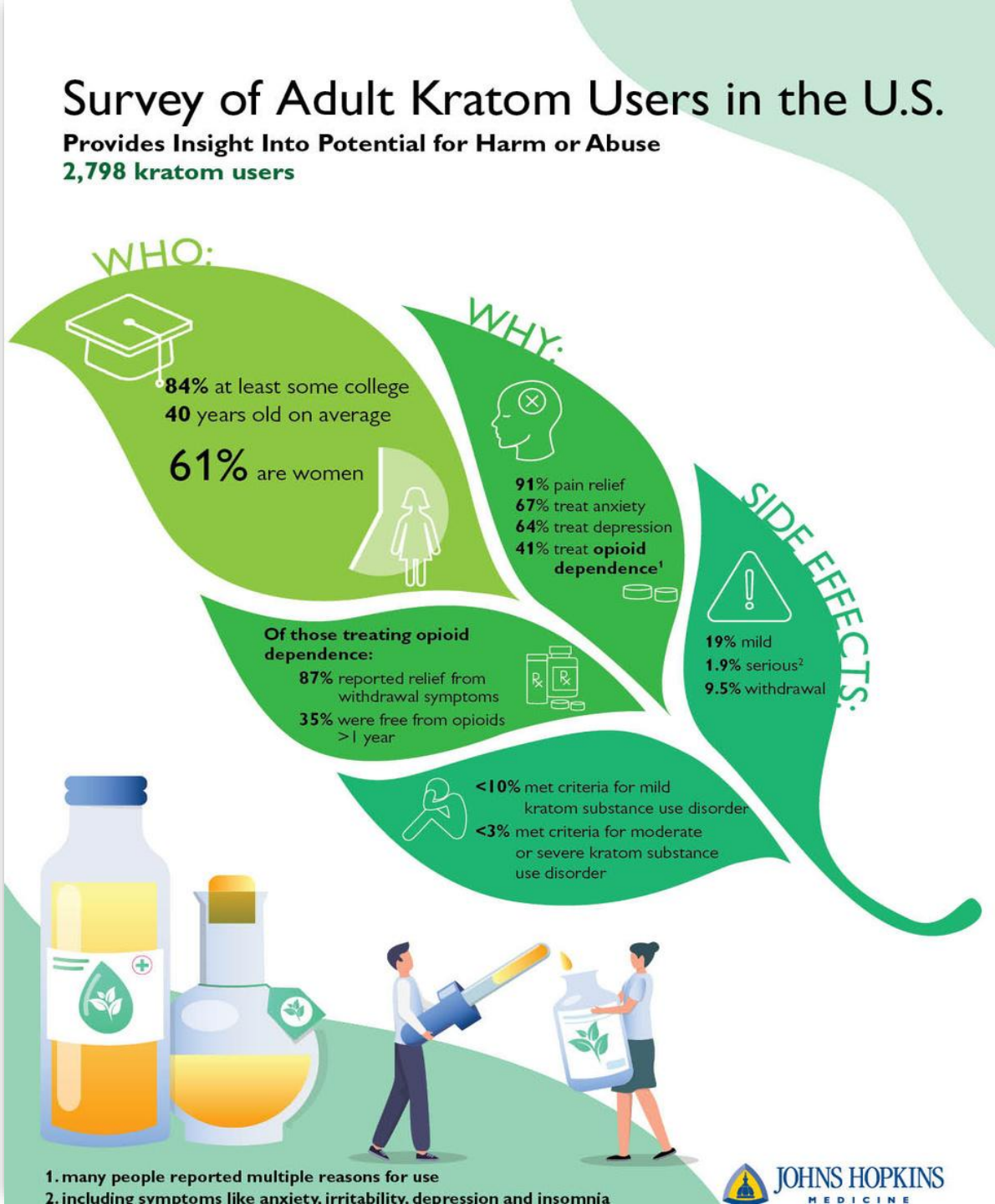
67% Anxiety

64% Depression

41% Opioid Dependence

Of those using it for opioid withdrawal, 87% reported relief from withdrawal symptoms.

35% were free from Opioids for >1 year. (14)



A Pain & Mental Health Perspective

- Low serving amounts have been reported to alleviate or control chronic pain, improve anxiety symptoms and even aid in depression.
- Higher doses are often used for acute pain or more severe mental health challenges.
- Serving sizes vary between individuals due to varying levels of pain and other symptoms.
- Less is more with Kratom. Consumers should take the lowest dose possible to achieve the desired effects. Breaks are suggested to avoid tolerance.
- Kratom produces effects within 15-20 minutes of consumption and lasts 3-6 hours.
- Consumers select strains to achieve desired effects:

  Red – Pain

  Green – Pain & Mood

  White – Energy

- Higher Kratom consumption, especially if consumed due to addiction tendencies, may cause withdrawals to be more pronounced due to Post Acute Withdrawal Syndrome (PAWS).

Kratom vs. Pharmaceuticals

- Dependence does not mean addiction.
- OTC medications are often not sufficient to treat severe pain.
- We are in the midst of an opioid epidemic crisis! Opioid prescriptions are being restricted or even denied. Many pain patients, out of desperation, have turned to alternative forms of pain control (Kratom and Cannabis). To restrict access to these alternatives will result in suicides and black-market purchases (which often contain deadly Fentanyl).
- Many patients prefer to treat their symptoms with plant supplements rather than pharmaceuticals.
- Many physicians are not educated about kratom and can stigmatize patients who opt to use alternative medicine.
- Organizations like the Veterans Administration (VA) are unable to legally recommend kratom although many veterans could benefit from the pain and PTSD relief that kratom can provide.

Synthetic Products are NOT Kratom

- 7 Hydroxymitragynine (7-OH) is a metabolite of mitragynine. It is less than 1% of the natural plant.
- 7-OH products have a binding affinity 14-22 times greater than morphine.
- Animal studies have demonstrated respiratory depression.
- Extreme addiction concerns.
- Many products have brand names that allude to narcotics.

7-OH Synthetics

These are NOT Kratom!

Product Facts

Servings per Pack: 2 Servings

Serving Size: Half Tablet (0.175g)

	Amount Per Serving	% Daily Value
Mitragynine Pseudoindoxyl	15 mg	*
Mitragynine	5 mg	*
Caffeine	12.5 mg	*

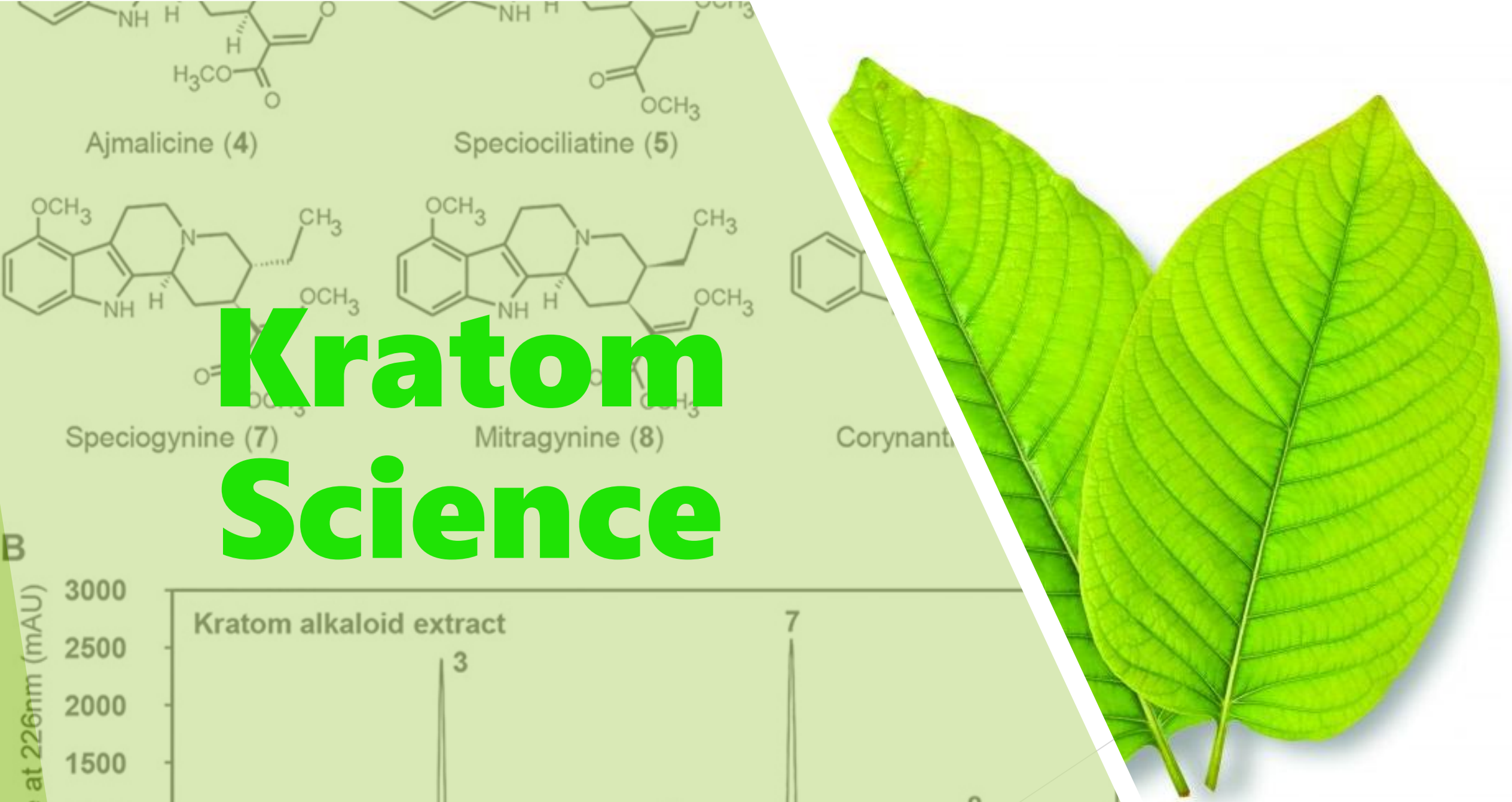
*Not a significant source of saturated fat, trans fat, cholesterol, dietary fiber, total sugars, added sugars, vitamin D, potassium, calcium, or iron.

Ingredients: Microcrstalline Cellulose, Dicalcium Phosphate, Silicon Dioxide, Magnesium Strearate, Food Grade Colorant, Mitragynine Pseudoindoxyl, Mitragynine, Caffeine

THIS PRODUCT CONTAINS MITRAGYNA SPECIES LEAF EXTRACT.

Warnings:

Kratom Science



Mayo Clinic
vs.
Johns Hopkins
&
University of Florida

MAYO CLINIC

Mayo Clinic has never conducted research on Kratom. The information cited on their website is not supported by any scientific study or any real-world experience.

Johns Hopkins and **University of Florida** are championing Kratom research. Each boast a team of researchers committed to furthering the science around Kratom. Many of the lead researchers have published several papers helping consumers and the medical community understand this plant supplement.

JOHNS HOPKINS MEDICINE

UF UNIVERSITY of FLORIDA

Reported Physical Effects of Kratom

✡ Correlation Does Not Imply Causation ✡

Reported Physical Effects of Kratom

Correlation Does Not Imply Causation

Many of the claims regarding kratom's effects come from individual case reports or anecdotal accounts.

As a result, these reports are often prone to bias and do not establish causality.

Many cited case reports have confounding variables such as polypharmacy, pre-existing health conditions and lifestyle factors (like diet, exercise, and substance use).

Without isolating these variables, it becomes difficult to determine if kratom is the sole cause of the reported outcomes.

Read Terms Carefully.

Beware of Jumping to Conclusions!

- The terms often used in reports such as:

  “linked to”

  “related to”

  “associated with”

  “potential effects”

- These terms reflect uncertainty and a lack of direct evidence.
- The use of terms that imply causality without supporting evidence can lead to misleading impressions, especially in public health communications or media reports.
- This can create unnecessary fear or stigma surrounding the use of kratom.

Comprehensive Review 2024 Liver Toxicity

Kratom

Nine (9) single case studies cited for evidence of liver toxicity since 2011.

All single case studies citing liver toxicity have confounding variables such as co-occurring substances, underlying conditions, and lack of product information.

None were fatal.

Tylenol (Acetaminophen)

Tylenol liver toxicity: 30,000 people are hospitalized each year for acetaminophen toxicity. (420,000 since 2011).

Acetaminophen toxicity is the number one cause of liver transplantation in the United States.

300 people die annually from acetaminophen toxicity.

Comprehensive Review 2024
Other Single Case Studies

Seizures: 4 single case reports

Cardiotoxicity: 2 single case reports, 1 experiment on cardiac cells

The terms often used in reports such as "linked to," "related to," "associated with," and "potential effects“, reflect uncertainty and a lack of direct proof. The use of terms that imply causality without supporting evidence can lead to misleading impressions. This can create unnecessary fear or stigma surrounding the use of kratom, despite the lack of conclusive evidence linking it to harmful effects in many cases.

FDA Single Ascending Dose Study 2024

Randomized Controlled Trial

- To determine the tolerability of kratom.
- Subjects in both groups had nausea at 12 grams (24 capsules).
- Baylor College of Medicine is currently conducting a human abuse potential (HAP) study.

Key Kratom Study Findings

Whole leaf kratom **does not** lead to respiratory depression.

It does not recruit the beta-arrestin pathway like classical opioids

A large John Hopkins survey indicates that <10% report symptoms of mild Kratom Use Disorder.

Kratom has a wide safety range in dosing.

An FDA study demonstrated no adverse effects (other than nausea) for 12 grams (24 capsules) in a 5-minute period of time.

Despite millions of users, there are rare reports of physical harm from kratom alone.

1. **Dr. Marilyn Huestis, AB, MS, PhD (Toxicologist)**
   Dr. Huestis stresses the importance of a balanced, evidence-based approach to kratom regulation. She clarifies that most reported "kratom overdose deaths" involved poly-substance use, adulterated products, or incomplete testing — not kratom alone. Testimonies: Video 1, Video 2.

2. **Dr. Christopher McCurdy PhD, FAAPS (Professor of Medicinal Chemistry, Pharmacologist)**
   Dr. McCurdy has demonstrated that kratom's primary alkaloids (mitragynine and 7-hydroxymitragynine) provide pain relief without the high risk of respiratory depression associated with opioids. His testimony also points to kratom's promise as an aid in opioid withdrawal therapy. Video Testimony.

3. **Dr. Kirsten Smith PhD (University of Florida Researcher)**
   Dr. Smith's research shows kratom's potential as a harm-reduction tool, particularly for reducing opioid cravings and withdrawal symptoms. Video Testimony.

4. **Dr. Ed Boyer MD/PhD (Renowned Toxicologist)**
   Dr. Boyer notes that adverse events tied to kratom are usually linked to contamination, misuse, or underlying conditions — not the plant itself. He emphasizes the importance of continued research over prohibition. Video Testimony.

5. **Dr. Jack Henningfield (Addiction Research Expert)** - ***Adjunct professor of behavioral biology at the Johns Hopkins School of Medicine***
   Dr. Henningfield highlights kratom's role as a safer alternative for individuals with opioid dependence and urges against classifying kratom as inherently dangerous without acknowledging its therapeutic potential. Video Testimony.

6. **Dr. Nora D. Volkow MD (Director of the National Institute on Drug Abuse (NIDA) at the National Institutes of Health)**
   Dr. Volkow has taken a measured approach to kratom, advocating for more research and appropriate regulation instead of a federal ban. NIDA is actively funding research on kratom and its alkaloids, including mitragynine, with over $30 million in grants dedicated to its study. This research aims to understand its potential benefits for treating pain and opioid withdrawal. Video Testimony

Addiction
DRUGS
ABUSE
Nicotine
Symptoms
Smoking
Substance
Tobacco
REHAB
EXCESS
FOOD
HEROIN
Dependence
SMOKING
DRUG ABUSE
ALCOHOLIC
COMPULSION
Amphetamines
TOBACCO
DEPENDENCE
OXYCODONE
METH
CONTROL
GHB
Alcohol
TOLERANCE
Methadone
Crystal Meth
Benzodiazepines
ANXIETY
WITHDRAWAL

Kratom – A Harm Reduction Perspective

- Any transition away from “one pill kills” is a win!
- Since Kratom is a partial opioid agonist and does not suppress breathing, it becomes a much safer option than opioids or illicit drugs.
- Kratom can be an affordable option when drug rehabilitation stays or ongoing suboxone treatment is not possible.
- Kratom effectively “pushes the pause button” on cravings making it possible for addicts to discontinue using dangerous substances. *NOTE: Kratom is not to be taken in conjunction with alcohol.*
- Kratom has been shown to reduce alcohol cravings.
- Those suffering from Substance Use Disorder can have physical pain conditions. Kratom can be a viable option to treat their pain and to transition them away from harmful opioids or illicit drugs.

Kratom's Addiction Profile

- Addictive 7-OH products are being misrepresented as Kratom which causes confusion.
- The vast majority of Kratom consumers are not abusing these products.
- Caution should be taken if consuming Kratom extracts since they contain more concentrated mitragynine content and can more quickly cause tolerance issues.
- Kratom does have the potential to lead to dependence in some individuals (especially those with past drug abuse), especially if misused.

Withdrawals

"When kratom withdrawal occurs, consumers usually characterize it as mild to moderate and specify symptoms such as kratom craving, low energy, fatigue, irritability, fatigue, anxiety, depressed mood, restless legs, difficulty sleeping gastrointestinal upset, cold and hot flashes, goosebumps, and muscle twitches." (17)

Kratom * Government * Regulations * Safety

FDA & DEA

The FDA has had a long-standing concern regarding Kratom claiming safety concerns, lack of regulation, potential for abuse and lack of scientific evidence.

Timeline & Facts

2016	The DEA announced intent to reclassify Kratom as a schedule one substance.
2016	Due to public outcry, the rescheduling is postponed.
2018	In August, HHS Assistant Secretary for Health Brett Giroir MD formally withdrew the FDA's scheduling recommendation for kratom, citing "disappointingly poor evidence & data and a failure to consider the overall public health.“ This is the first time in history that the DEA has withdrawn a scheduling request.
2024	FDA announces their intent to conduct a Human Abuse Potential (HAP) Study for Kratom.
2024	FDA conducts Single Ascending Dose (SAD) Study and finds that Kratom is safe so HAP study can occur at a future date.
2024	FDA refuses to testify in a court case. "They [FDA] have refused to provide us with witnesses or documents to support our position . . . The reason they gave was that they have not yet made a determination regarding whether kratom is dangerous.”
2025	**FDA publishes safety notice regarding 7-OH products. On July 29, 2025, the FDA admonishes the DEA to begin scheduling process for 7-OH products.**

2026 Kratom State Legality & Legislation

Legal kratom states that have passed the KCPA are in Blue

Legal kratom states are in Green

States with some known local bans are in yellow

States with kratom bans are in Red

States with proposed bans are purple

Blue – Legal & KCPA passed

Green – Lega states

Yellow – States with some local bans

Red – States with kratom bans in place

Why Should Your City Pass The Kratom Consumer Protection Ordinance?

- Age restricted
- Good Manufacturing Practices (GMP)
- Proper labeling
- Lab testing
- Limitations on concentrating or synthesizing

Key Elements from KCPO

(see KCPO for full language)

Sec. 3. Kratom product limitations.

It shall be unlawful for any processor to prepare, distribute, sell, or expose for sale any of the following:

a) A kratom product that is adulterated with a dangerous non-kratom substance further defined as a kratom product that is mixed or packed with a non-kratom substanceA kratom product containing a level of 7-hydroxymitragynine (7-OH) in an alkaloid fraction that is greater than 2% of the overall alkaloid composition of the product. A product serving size cannot exceed 1 mg. per serving of 7-OH.

b) A kratom product containing any synthetic alkaloids including synthetic mitragynine, synthetic 7-hydroxymitragynine, or any other synthetically derived compounds of the kratom plant.

c) A kratom product that does not provide labeling directions necessary for safe use by consumers, including a recommended serving size.

d) A kratom product that bears a label that makes claims the product is intended to diagnose, treat, cure, or prevent a medical condition or disease.

e) A kratom product that the retailer at the point of sale does not have on file and available a COA showing the kratom product is compliant with the provisions of this ordinance.

Key Elements from KCPO

(see KCPO for full language)

Sec. 4. Age limits and Selling Conditions

a) A processor shall not distribute, sell, sample or expose for sale a kratom product to an individual under (18 or 21) years of age.

b) Kratom products offered for sale must be placed behind the retailer's counter.

Sec. 5. Violations. (customize this on a city-by-city basis)

a) A processor that violates section 3 is subject to an administrative fine of not more than ($xxxx) for the first offense and not more than ($xxxx) for the second offense.

b) A retailer does not violate section 3 if it is shown by a preponderance of the evidence that the retailer relied in good faith upon the representations of a manufacturer, processor, packer, or distributor of food represented to be a kratom product.

c) Administrative enforcement. Any third violation of this ordinance is hereby declared to be grounds for revoking or suspending any business license necessary to sell consumer goods in (list city, county, etc.)

Properly Labeled GMP Kratom Product

KCPA State and Local Legislation

Enact
Educate
Enforce

It's the way forward!
Protect consumers while preserving safe access.

For More Information About Kratom:

www.kratomanswers.org
www.americankratom.org
www.protectkratom.org

Understanding Kratom Use: A Guide for Healthcare Providers

frontiers in Pharmacology

Marc T Swogger [1,*], Kirsten E Smith [2], Albert Garcia-Romeu [3], Oliver Grundmann [4,5], Charles A Veltri [4], Jack E Henningfield [3,6], Lorna Y Busch [1]

Link:
Understanding Kratom Use: A Guide for Healthcare Providers - PMC

From: BrendaJo McVay <bjmcvay2020@gmail.com>
Date: March 10, 2026 at 14:46:59 CDT
To: l.spruill@cityofstarkville.org
Subject: Kratom ban

Mayor Spruill,
Hello, my name is Brenda McVay. I am a 63-year-old mother of two sons and grandmother of three beautiful grandsons. I am a wife to my wonderful husband, David, of 40 years.
Since my cancer diagnosis in 2007, I have been and currently pro-active in using natural remedies – herbal plants for medicinal purposes and using homemade (non-toxic) items for hygiene and household cleansers. Since my health journey using only natural herbs and products, I am cancer-free still today! My health is better now than it has ever been in my younger years….no health problems that in the past has restricted me…..I have lost 35 pounds and have been able to sustain my weight by only using natural herbs.
I thoroughly believe God's Word and His Word is knowledge to the one who seeks and is clearly stated in Ezekiel 47:12 "Their fruit will be for food and their leaves for healing". God's Word is our instruction manual and is proof that we do have the natural right to freely have natural access to His pure leaf plants. (Genesis 1:11 and 29)
I have personally witnessed and experienced the health shattering effects of what addictive chemicals/toxins can do to the physical body (the life) of a person(s). This addiction not only affects the life of the user but everyone who this user is attached to-siblings, parents, children, friends, etc. This addiction sucks the life out of them and whoever is close to, it destroys families and relationships. The value of life and living sustainably is the most important and should not be taken away by removing the source that provides this sustainability. By removing this natural resource provided by the One Who created the resource, will result in infringing upon the rights as natural born created by God. You clearly cannot argue that we are naturally born into this great country called America. The land of the free from which the natural pure leaf plant sprouted from. Kratom pure leaf plant is the resource I am referring to. Kratom grown from earth is one of the wonderful miracle plants God created to help humanity.
I have seen what prescribed and over the counter medications can do to people – to family and friends alike. Many medications prescribed are opioids which contains deadly chemicals that causes addiction, organ damage, disease, and death. Kratom is a pure leaf plant that is a natural resource and safe alternative to heal the body of pain and addiction. So, why ban this pure leaf plant???

This letter is my personal testimony and an eye-witness account regarding my friend, Sherry Owings. I have witnessed a major positive change in Sherry's life. Due to this pure leaf plant, Sherry is alive today. Due to this pure leaf plant, Sherry's story is a success story. Due to this pure leaf plant called Kratom, Sherry has a fulfilling life to share with her loving husband, Gene. Due to this pure leaf plant, Sherry has a wonderful sustaining future. Due to this pure leaf plant called Kratom, Sherry can carry out normal everyday responsibilities, homesteading, and maintain household duties. Sherry is a selfless person, always giving of herself in helping others, volunteering her time serving humanity in her local community. Sherry is the most compassionate person I know. There are so many testimonies like Sherry's…..so many only due to the pure leaf plant called Kratom. This ban will destroy and will remove the hope to have a sustainable future. This ban will destroy Sherry's and many like Sherry their livelihood.
I urge you to save this pure leaf plant called Kratom (God's creation for humanity).

This letter is my true testimony and sincere request to reconsider the ban of Kratom.

Regards,

Brenda McVay
Testimonial Witness

To Whom It May Concern:

My name is Drea Powers and I am emailing you to ask that you do not ban plain leaf kratom. I would like to share my personal story and some information with you.Â

I've used plain leaf kratom for over a decade. Kratom has been a positive and life-changing part of my wellness journey. Itâ€™s a natural plant from the coffee family that helps me manage Ehlers-Danlos Syndrome, Chronic Regional Pain Syndrome, Complex Post Traumatic Stress Disorder, Severe Major Depression and Panic Disorder. I receive pain relief for the chronic pain some of these cause. Kratom allows me to avoid the harsh side effects that I've experienced from prescription drugs, as well as brutal withdrawal/dependence. I have not had this experience with plain leaf kratom.Â

I learned about kratom from my brother after it got him off of heroin. It has saved my sisters life, also. They both survived fentanyl poisonings in 2016. Kratom is the reason they reached sobriety and remain sober. It prevented me from getting addicted to pills. Addiction runs in my family- it could've been me.Â

Research from Johns Hopkins University and the University of Florida shows that kratomâ€™s natural compounds work differently from opioids â€” they can relieve pain and improve mood without the dangerous risk of respiratory failure. Studies in Drug and Alcohol Dependence also found that kratom has a low potential for abuse and can even help people reduce dependence on harmful substances.

Data from the CDC and the National Institute on Drug Abuse confirm that deaths linked solely to kratom are extremely rare â€” most cases involve other drugs or contaminants.

Another concern of mine is the fact that alcohol has remained easily accessible while being responsible for tens of millions of deaths globally. These deaths have been attributable to alcohol since 2010 (very likely more than 30 million) based on the annual scales involved. Alcohol withdrawal is deadly whereas discontinuing kratom use is not. Kratom, namely plain leaf kratom is not deadly.Â

Thatâ€™s why I believe regulation, not prohibition, is the responsible way. Requiring testing and labeling so products are safe and adults can make informed choices.

For me, and for millions of others, plain leaf kratom has meant a better, healthier quality of life. It is nothing like the synthetic derivatives that are created- I am for banning those.Â
Please listen to the science, and to the people who use it responsibly every day.

Thank you for your time and consideration,
Drea Powers

Dr. Heidi Sykora, DNP, GNP-BC (Retired)
Retired Nurse Practitioner, Healthcare Executive, and Advocate for Safe Access to Plant-Based Therapies

I'm a retired Nurse Practitioner and healthcare executive with more than three decades of experience leading clinical innovation and patient-centered care. I've directed multihospital oncology programs, opened the region's only post-acute brain injury unit, and was honored with the *Milwaukee Biz Times Healthcare Hero Award* for visionary leadership. I've taught at the graduate level and held advanced certifications in geriatrics, oncology, brain injury, and clinical nursing.

Today, I advocate for safe access to plant-based therapies-especially kratom-because I've lived what the data often overlooks.

I live with multiple rare and painful conditions, including Chiari Malformation, Tethered Spinal Cord, Ehlers-Danlos Syndrome, Hereditary Alpha Tryptasemia, and Thoracic Outlet Syndrome. After exhausting pharmaceutical options and experiencing serious adverse effects, I found kratom to be the only effective and tolerable solution for pain control.

Kratom reduces my pain enough to stretch and exercise, which prevents further injuries and debility. It improves my focus, balance, and sleep. I've taken it safely for over six years without side effects. Thanks to natural leaf kratom, I can enjoy time with my grandchildren and maintain a better quality of life.

I've also witnessed natural leaf kratom's benefits for Veterans with PTSD, individuals with rare neuromuscular conditions, and those recovering from substance use disorders.

I support the Kratom Consumer Protection Act (KCPA) because it ensures that adults who benefit from kratom have access to safe, tested, and accurately labeled products.

For me, it's kratom or nothing. And for many others, it's hope.

Selected Publications

- *Home Care and the Patient Taking Kratom*. *Home Healthcare Now*, 2025. PubMed PMID: 40019266

- *Kratom: A Nurse Practitioner's Perspective on Patient-Centered Regulation*. *KevinMD*, 2024. Read article

Contact

Heidi Sykora, DNP, GNP-BC (Retired)
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AMERICAN VETERANS
FOR KRATOMSAFE!
An American Kratom Association Program

JOHN SHINHOLSER,
DIRECTOR OF ADVOCACY
Shinholser@americankratom.org
KratomAnswers.org

I am John Shinholser, the Advocacy Director for the American Kratom Safe Initiative. I'm a USMC veteran, a father, son, husband, and a person in long-term recovery from substance use disorders, having been sober for over 42 years.

My qualifications listed below allow me to testify expertly to the value of genuine Kratom products made from plants that meet FDA GMP standards.

I encourage you to please verify anti-kratom information for scientific proof. Observe the motives of other industries and agencies. Be advised that there is a lot of misinformation about Kratom. Many experts observe that a repeat of prohibition and the damage it caused to the United States is at stake. The failed war on drugs is in full effect. Harmful kratom bans will exacerbate the loss of constitutional freedoms and liberties, whereas commonsense kratom regulations address most, if not all, of the concerns associated with genuine kratom products.

Personal Kratom Experience

Around 2012, Kratom began appearing on the random drug tests for participants in our substance use disorder recovery program; these individuals exhibited no signs of substance use and were exemplary participants, in contrast to those on pharmaceutical medications like methadone, suboxone, and other psychotropic drugs, which were clearly visible. When we inquired about what kratom was and why they used it, they explained that it helps with their anxiety, PTSD, and ADHD, as well as alleviating opiate cravings, among other issues. Then we started hearing that it helps alleviate the harsh detox symptoms of opiate withdrawal.

In 2016, we conducted a "pilot survey" in collaboration with a scientist, a sober home facility and a processor. Essentially, we took to the streets and engaged 30 opiate addicts, offering them a week in sober living along with access to natural powdered Kratom. Of those, 29 out of 30 participants successfully completed 7 days opiate-free, with many ending up completely substance-free by the end (we utilized a step-down Kratom system), much like the old days with buprenorphine. Shortly after this survey, Virginia expanded Medicaid, and now it seems there's a Suboxone clinic on every block.

I spent many years connecting with thousands of kratom consumers nationwide. I reviewed over 500 scientific studies to understand the "good, bad, and ugly deeply." Many abused

legal products like airplane glue, Nitrous Oxide “laughing gas”, cold medicines etc. are typically regulated as needed and are rarely banned.

This is what I find to be factual and truthful…

- The “vast majority” of responsible adult consumers of genuine kratom products do not experience issues with consumption. Additionally, kratom serves as a solution for many conditions, problems, or purposes of use.
- Few consumers misuse kratom; according to a Johns Hopkins study, kratom has a 3% addiction potential. Keep in mind addiction is a mental illness, in part that means addiction has more “to do” with gene mapping and other underlying conditions. Natural kratom products compared to other addicted products is one of the safest substances to be addicted to.
- The few consumers who become addicted can typically access clinical interventions or other recovery pathways and may successfully recover fully.
- The only objections I have witnessed to regulating kratom for over-the-counter sales come from suboxone doctors, pharmacists, bureaucrats, trial lawyers, and individuals impacted by their loved ones' addictions.
- Fentanyl and other opiate addicts use kratom in their search for their next fix to alleviate cravings. Additionally, both illicit and legal drug users, as well as alcohol users, turn to kratom to minimize harm or stop using more dangerous substances.
- For those who “chase the dragon,” natural kratom products have a “ceiling” regarding its psychoactive effects and does not suppress heart function. Essentially, it is nearly impossible to overdose on kratom. When taken in higher doses, it acts as a partial agonist (like buprenorphine) rather than a full agonist like opiates.
- Every case I’ve encountered where a consumer experienced an adverse effect has been due to adulterated products, overconsumption, polydrug use, an unknown or undiagnosed medical condition, or abuse.
- Kratom has significantly contributed to the reduction of our nation’s overdose deaths. It has also played a crucial role in decreasing other substance use disorders, such as alcoholism, prescription misuse, and the illicit use of various substances.
- Responsible adult consumers seek the freedom to choose healing botanicals rather than feeling compelled to use pharmaceuticals, which often cause more harm in many instances.
- Veterans, retirees, individuals with chronic pain, and underserved populations view kratom as essential support for enhancing their quality of life.
- Virginia has enacted a Kratom Consumer Protection Act along with eighteen other states. This law allows adults to access FDA regulatory guidance on GMP products over the counter. Virginia does not have issues with authentic GMP kratom products and does not face a public safety problem. Scientific evidence indicates that kratom has minimal to no effect on driving. In simple terms, kratom works effectively!
- Special interest groups and uninformed ideologues have demonized kratom.

- Good American adult consumers are horrified, angry, and frustrated that their "solution" is colonizing them and destroying their lives.
- The 1994 DSHEA Act congressionally guarantees that genuine kratom products may be imported and processed according to FDA regulatory guidelines for good manufacturing practices.
- The National Institute on Drug Abuse (NIDA) has heavily invested in kratom research and clearly supports its development, as have many other industry leaders. Kratom has well over 500 scientific studies completed, with more than 100 peer-reviewed. Many of our nation's (and worldwide) universities and medical research institutions have ongoing human trials and studies.
- https://vimeo.com/711837665
- The FDA clearly shows a bias against kratom and oversteps its authority to undermine the value of kratom, suspiciously guarding its funding resources.

In simple terms, Kratom saves lives and is highly beneficial for responsible over-the-counter access for adults. Yes, it does need regulation, much like the 16 other states that have successfully done so. Kratom is an excellent harm reduction tool, one of the best I have ever encountered.

I know you have plenty of scientific evidence. When the facts and the truth are combined with common sense, all will be well.

Qualifications:

John Shinholser served as President and then as President Emeritus of the McShin Foundation. It was founded in 2004 and named after its two recovering co-founders, John Shinholser and Carol McDaid—Virginia's largest and most valued Authentic Recovery Community Organization. He is a United States Marine Corps veteran and previously owned a successful contracting business for over 30 years. He was President of the Richmond Chapter of the Painting and Decorating Contractors Association during that time.

John also served as president of Central Virginia's SAARA (Substance Abuse and Addiction Recovery Alliance) and was a former SAARA of Virginia board member from 2001 to 2005. He spent twelve years on the board of directors of Rubicon, Inc., the last two as Chairman (1999-2013), at the time, Virginia's most comprehensive substance abuse treatment facility (230 beds). John was a subject matter expert for The Peer Recovery Center of Excellence, a peer-led national center providing training and technical assistance for substance use disorder recovery based at the University of Missouri-Kansas City (UMKC). This center was authorized under Section 7152 of the SUPPORT Act for patients and communities and funded by the Substance Abuse and Mental Health Administration (SAMHSA). John served on the National Peer Recovery Alliance board in 2022 and 2023.

In 2005, John was honored with the prestigious America Honors Recovery Award from the Johnson Institute, being one of six recipients recognized nationally that year. Along with his wife, Carol McDaid, he also received the Caron Foundation's Outstanding Alumni Award in 2005. In 2006, John was awarded the coveted OSAS (Virginia State Office of Substance Abuse Services) Award of Virginia for Significant Contributions to the Field of Substance Use Disorder Recovery, making him the first member of the recovering community to receive this honor. John received the Visionary Leadership Award from the Virginia Summer Institute for Addiction Studies in 2022. Under John's leadership, McShin won the Recovery Community Organization of the Year Award for the United States and the Joel Hernandez Award presented by Faces and Voices of Recovery at a Washington D.C. ceremony in June 2011.

Additionally, under John's guidance, McShin claimed the national SAMHSA (Substance Abuse and Mental Health Service Administration) Recovery Month 2011 Flicker Award. McShin also won the SAMHSA Special Event of the Year award in 2014. John was honored as a nominee for the Richmond Times Dispatch 2016 Person of the Year. The McShin Foundation is a nationally accredited recovery community organization (CAPRSS). The Council on Accreditation of Peer Recovery Support Services (CAPRSS) is the only accrediting body in the U.S. specifically for Recovery Community Organizations (RCOs) and other programs offering addiction Peer Recovery Support Services (PRSS).

John co-wrote the McShin Recovery Coach manual and was featured in numerous publications, including Addiction Professional Magazine, Newsweek, The Richmond Times Dispatch, The Mechanicsville Local, Richmond Free Press, The Free Lance-Star of Fredericksburg, VA, North of The James Magazine, and many other local papers across Virginia, the U.S., and the U.K., as well as in the Virginia Association of Community Service Boards 2005 Annual Report. He has appeared in various news broadcasts and national documentaries, including Face the Nation, The Anonymous People, and Heroin, the Hardest Hit, to name a few. The McShin training curriculum is state-approved in WV, CT, and NY. John is an approved NAADAC CE Provider in all 50 states. Arkansas has adopted the McShin Model for its emerging Recovery Community Organizations.

John served as an appointed citizen member of the Virginia General Assembly's joint Senate/House subcommittee on substance abuse from 2008 to 2010 (SJ77). He was also a member of the Henrico County Drug Court Advisory Council and acted as an Honorary Deputy for the Richmond City Sheriff's Office. In 2013, John graduated from the Hanover County Sheriff's Citizens Police Academy.

In 2021, the Virginia General Assembly honored John Shinholser, Carol McDaid, and McShin with House Resolution 738, recognized McShin as a pioneer in establishing the peer recovery support model, Recovery Community Organization, and Recovery Residence model in Virginia. John was acknowledged on the House floor of the U.S. Congress (118th) on December 1st, 2023, by Congresswoman Abigail Spanberger. State Senator

VanValkenburg presented John with SENATE JOINT RESOLUTION NO. 174 from the 2024 Virginia General Assembly.

McShin was the first Virginia organization to train and certify peers; it was also the first National Alliance of Recovery Residence in Virginia. John traveled the country to provide authentic recovery coach training, and he and Carol traveled to Wales in 2011 to participate in the first U.K. recovery walk along with the launch of The Living Room in Cardiff, a Recovery Community Center. John has conducted multiple tours in the U.K., delivering recovery training, and has crisscrossed the country, providing recovery talks and training in correctional facilities across forty-six states.

John has testified, presented, facilitated, and been a keynote/featured speaker over a thousand times at various conferences, conventions, work groups, and forums on topics of recovery and solutions for substance use disorders. John retired from McShin on 12/31/2023 and is currently the Director of American Veterans for Kratom Safe. He resides in Ashland, Hanover County, Virginia, with his wife Carol and is working on his autobiography. He has enjoyed long-term recovery since August 10th, 1982.

Please keep kratom legal. Kratom has saved my family. My wife and I have over 10 years away from heroin with the help of Kratom. Please keep this plant accessible for adults especially in your area where its needed the most where the fentanyl problem is out of control. Please keep this plant accessible or you will have even more deaths.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Lynn Spruill <l.spruill@cityofstarkville.org>

my son died from Kratom

1 message

S Eppard <switchinz@yahoo.com> Wed, Mar 4, 2026 at 7:06 AM
To: l.spruill@cityofstarkville.org

I support banning all forms of Kratom.

My 22 year old son Matthew Joseph Eller died from natural whole leaf Kratom (the least potent form of Kratom available in the United States). Kratom caused him to have a seizure, go into cardiac arrest and die. His toxicology showed he died from the "TOXIC effects of Mitragynine" an alkaloid found only in Kratom. He had no prescription drugs, no street drugs nor alcohol in his system when he died, and his autopsy showed he had no underlying health conditions. It's important to note my son didn't die from 7-OH/7-hydroxymitragynine.

I belong to the non-profit Group Kr8tom Danger Awareness. A group comprised of people whose loved ones died from Kratom. Many have died from Kratom only, and others have died from combinations of kratom with typical amounts of alcohol, Benadryl, anti depressants etc. We are working tirelessly to get Kratom banned throughout the United States.

Attached is a photo of my son and his toxicology results.

Feel free to contact me.

Sincerely,

Susan Eppard (Matthew's Mom)
231-286-4498
Switchinz@yahoo.com

AMERICAN KRATOM ASSOCIATION

POLICY BRIEF

A Legislator's Guide to Natural Leaf Kratom (mitragynine) Versus 7-Hydroxymitragynine (7-OH)

Background

Kratom (Mitragyna speciosa) is a tropical tree native to Southeast Asia, particularly Indonesia, Thailand, and Malaysia. For centuries, its leaves have been used by laborers in fields in Southeast Asia for an energy boost and for minor pain relief. In the United States, kratom is widely used as (1) a replacement for a cup of coffee for an energy boost and increased focus; (2) a natural alternative to manage common aches and pain, anxiety, and; (3) to support individuals suffering from acute and chronic pain, and for those in that category who are trapped in opioid addictions, kratom has been found to help those addicted to opioids to wean off those highly addictive and potentially deadly opioids.

7-OH is not present in the natural kratom plant. It is a metabolite that occurs during the drying of the leaves after they are harvested from the kratom trees. That oxidization during drying produces only trace amounts of 7-OH during this process and at those levels pose no safety risk to consumers.

The Difference Between Natural Leaf Kratom and Chemically Manipulated 7-OH Products

Natural leaf kratom products, whether pure leaf or properly manufactured extracts using naturally limiting food grade solvents, have as their main component the kratom plant alkaloid known as mitragynine.

7-OH products are deliberately manipulated to chemically flip the content of a product to be majority 7-OH and that product content is described by FDA Commissioner Makary as follows: "7-OH is an opioid that can be more potent than morphine. We need regulation and public education to prevent another wave of the opioid epidemic".[1] There are only trace amounts of mitragynine, if any, in these 7-OH products.

Chemically Manipulated 7-OH Has Been Recommended to be Classified as a Schedule 1 Compound by HHS and the FDA

While natural leaf products have a well-documented safety profile for consumer use with only trace amounts of 7-OH, chemically manipulated 7-OH products have been determined by HHS and FDA to pose an imminent threat to the safety of consumers. On July 29, 2025, the scheduling recommendation was transmitted to the Drug Enforcement Administration (DEA).

[1] https://www.fda.gov/news-events/press-announcements/fda-takes-steps-restrict-7-oh-opioid-products-threatening-american-consumers

Is Natural Leaf Kratom Safe?
Yes -- when manufactured responsibly with accurate labeling and age restrictions on purchasing. Key evidence includes:

- National Institute on Drug Abuse (NIDA) has funded over $100 million in research that confirms kratom has a lower risk profile than opioids and has potential as a harm-reduction tool.
- The FDA has acknowledged that kratom-related deaths are rare and typically involve adulterated or polydrug use.
- Former HHS Assistant Secretary Brett Giroir, in 2018, rejected the FDA's request to ban natural leaf kratom as a Schedule I substance, citing "embarrassingly poor evidence" and "failure to consider overall public health."
- Millions of Americans use kratom daily with no serious adverse effects, and 18 states have passed Kratom Consumer Protection Acts to ensure responsible regulations assure product safety through product formulation standards, proper labeling and age restrictions for purchase.

Conclusion
Kratom is a natural botanical that, when regulated for purity and serving sizes, is a safe and effective product used by millions of Americans. The American Kratom Association advocates for regulations on kratom products and 18 states have enacted Kratom Consumer Protection Act legislation.

Chemically manipulated 7-OH products did not meet the federal requirements for market entry in 2023 when they were first introduced. The emerging threat to consumers of chemically manipulated 7-OH compounds compels states to act to remove these products from the marketplace today.

Lora Romney – Patient Testimony

I am sharing my story with you today so that you can understand the human side of kratom and how your decision will impact the lives of thousands who rely on this botanical. I am a very normal 55-year-old wife, mother, grandma, and conservative voice. At 42 years old I joined the ranks of the chronic pain community with my diagnosis. I feel compelled to explain to you how natural kratom has changed my life and allowed me to function. I also feel it is extremely important to stress that natural kratom is very different from synthetic 7-OH. I know that protecting your citizens is your entire goal. By banning 7-OH you are ensuring that the problem synthetic products are off your shelves. By regulating kratom, you are allowing safe access for those who rely on kratom.

I am a patient with Atypical Trigeminal Neuralgia (ATN). This disease causes severe facial nerve pain that never stops. It presents in my sinus regions on both sides. Imagine an ice cream headache that never goes away. This is what I experience daily. This disease is called "the suicide disease" because it can be one of the most painful conditions to live with.

I have been struggling with ATN for the past 13 years. I have tried everything to control my pain: brain surgery, a nerve stimulator implant in my face, blocks, lidocaine infusions, chiropractic, acupuncture, physical therapy and over 30+ medications to try and decrease this pain. I was referred to a pain clinic after my neurologist exhausted all options for me. Under the care of a pain physician, I was given two oxycodone per day.

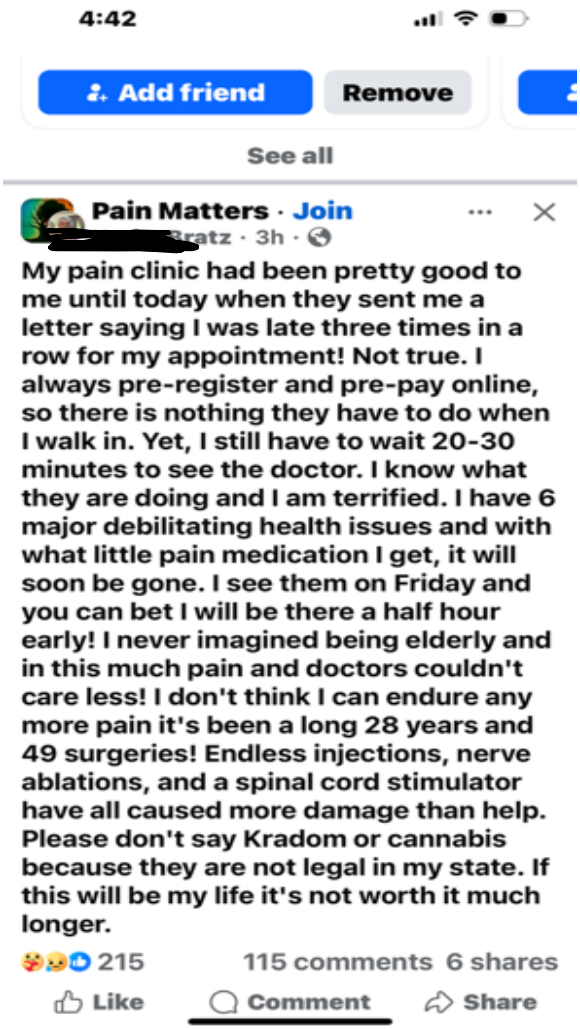
This dose of oxycodone was not enough to control my excruciating pain. It gave me relief for approximately 4-5 hours. This meant that for 16 hours of the day and night, I did not have any pain control. I suffered immensely. Since I had tried all available options to control this pain, I began looking at alternative solutions. I heard about the plant kratom that many were using successfully to help control their TN pain. I decided to try it. Amazingly enough, I got instant relief. My pain did not go away, but it moved from an 8-9 to a 2-4 with the use of a low dose of kratom. I still have very bad days where nothing really helps, but the majority of the time, I can function very well. I am an 8-year kratom consumer. Kratom has allowed me to discontinue my daily opioid prescription!

Patients like me need pain control options. I read stories every day of patients who are being forced off their pain medication and given no other options. While taking acetaminophen or ibuprofen for pain control works for some, when people have severe illness and pain, these over-the-counter meds do not help. What is not understood by many lawmakers and physicians is that you cannot survive at constant 8-10 level pain for an extended period of time without snapping. Mentally this amount of pain changes your brain, and suicide becomes a real option. We don't want to die. We want to live! I don't take kratom to get any sort of a high. In fact, the reason I love kratom is that it makes me feel more normal! There is no physical craving for this supplement. The only craving I have is the desire to have my pain drop a few points.

Pain patients are the silent minority in this country. We are the ones who have no voice. We are hidden away in our homes, unable to work, go to lunch, and even drive a car at times. All we are asking for is compassion and access to medication and natural supplements that give us some quality of life. Sometimes I lay awake at night thinking about the real possibility that kratom could become illegal. What would I then do for pain control? That is a thought that haunts me. Opioids are no longer

available to most patients. I could not live at level 9-10 which is what I would be at without pain control. The answer for me was Kratom. I am grateful every day that it is legal and that I have the option to use this supplement.

Just this week I came across this post. It perfectly summarizes the terrifying position that pain patients are being put in by having their access to pain medication taken away. Notice the last two sentences. It says it all.



Please give pain patients a voice! Regulate kratom instead of banning it! Currently the adverse events being reported are most frequently coming from 7-Hydroxymitragynine (7-OH) synthetic products and not from pure kratom. 7-OH products SHOULD be banned since they are not kratom. Please do not assume that these products are the same. 7-OH is NOT kratom.

By regulating and not banning kratom, you are showing those that rely on kratom to treat their pain, anxiety and even drug withdrawals with kratom truly matter. You have the power to keep us functioning so we can give back to society and take care of our families. Thank you!

Lora Romney
(801)557-1144
loraromney@gmail.com

Before Kratom – Uncontrolled pain, surgeries, procedures (Cephaly device pictured….trying to control the pain)

With Kratom – Controlled pain, living life, being a grandma

My name is Tracy Petrie. I am 54 years old. I have lupus, an auto immune disorder. I have also had two back surgeries. I get injections into the joints of my knees. I suffer daily from joint pain, inflammation, and extreme fatigue. I literally cannot get out of bed each day without the help of some kind of pain medication. Kratom has become a true miracle for me. A single dose each morning helps me function throughout the day. Banning this product that comes from a simple plant will absolutely change my life. I know there are many others like me, that use this product responsibly and as a daily necessity. Without it, they will be left with no safe alternative. Please reconsider placing a ban on this plant.

Dear Mayor and Members of the Board of Aldermen,

My name is Venus Usher. I am writing to respectfully ask you to reconsider banning the sale of kratom in Starkville.

For me personally, plain leaf kratom has been life-changing. After becoming seriously ill from an FDA-approved medication years ago, I spent nearly 17 years trying to prove my pain was real. During that time I went through misdiagnoses, unnecessary procedures, and was even wrongly labeled a drug seeker. Plain leaf kratom tea eventually became the one thing that helped me manage my pain while remaining clear-headed and able to function in daily life. Losing access to it would not just be a policy decision to me, it would directly affect my quality of life and the stability I have worked so hard to regain.

Across the country, many communities are discovering that the real concern is not traditional kratom itself, but the newer highly concentrated products that are appearing in some stores. High-potency extracts and products containing 7-hydroxymitragynine are very different from traditional plain leaf kratom. If the goal is to protect public health, a far more balanced solution would be to restrict or prohibit those high-potency extracts while allowing the sale of plain leaf kratom products that are clearly labeled and easy to distinguish.
Plain leaf kratom has been used by many adults as a simple botanical tea for wellness and pain management. Removing access to it can unintentionally harm people in your community who rely on it as a safer alternative to more dangerous substances or prescription medications.

I would also respectfully encourage the city to request clear, documented evidence when claims are made about toxicity or public health harms in Starkville. Public policy should always be guided by verified data, not assumptions or isolated reports. If there are concerns about specific products, targeted regulation can address those issues without taking away access to traditional plain leaf kratom.

Communities around the country are successfully adopting common-sense approaches such as:
â€¢ Restricting high-potency extracts
â€¢ Prohibiting synthetic or adulterated products
â€¢ Ensuring proper labeling and age restrictions
â€¢ Allowing traditional plain leaf kratom to remain available

These approaches protect consumers while avoiding unintended harm to responsible adults.

Thank you for taking the time to listen to all perspectives before making a decision that could affect many people in your community, most who have no idea they are in danger of losing their pain relief. I truly appreciate your consideration.

Respectfully,
Venus Usher
Advocate
My Story: https://share.google/FmmBi7LTUucD1NZQD

MARK BALLARD
CHIEF OF POLICE

TELEPHONE
662-323-4131

STARKVILLE POLICE DEPARTMENT
101 E. LAMPKIN STREET, STARKVILLE, MS 39759

KRATOM FACT PACKET

US Food & Drug Administration (www.fda.gov)

"FDA and Kratom" (12/2/2025)

- Often used to self-treat conditions such as pain, coughing, diarrhea, anxiety and depression, opioid use disorder, and opioid withdraw
- An estimated 1.7 million Americans aged 12 and older used kratom in 2021, according to the Substance Abuse and Mental Health Services Administration's National Survey on Drug Use and Health.

What can happen if a person uses Kratom?

- FDA has warned consumers **NOT** to use kratom because of the risk of serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD).
- In rare cases, deaths have been associated with kratom use, as confirmed by a medical examiner or toxicology reports. In these cases, kratom was usually used in combination with other drugs, and the contribution of kratom in the deaths is unclear.

MARK BALLARD
CHIEF OF POLICE

TELEPHONE
662-323-4131

STARKVILLE POLICE DEPARTMENT
101 E. LAMPKIN STREET, STARKVILLE, MS 39759

- FDA is also aware of cases involving **neonatal abstinence syndrome**, in which newborns experienced withdrawal signs such as jitteriness, irritability, and muscle stiffness following prolonged exposure to kratom prior to birth.

Mayo Clinic **(www.mayoclinic.org)**

"Kratom: Unsafe and ineffective" (6/18/2024)

- People who use kratom report that at low doses, kratom acts as stimulant. That means it makes them more alert and gives them more energy.
- At higher doses, people who use it report that it reduces pain and makes them feel calm and less anxious, also called a sedative.
- Some people take kratom to ease the symptoms of opioid withdrawal. Kratom may be easier to get than prescription medicines. **But it carries its own risk of addiction.**
- Kratom starts to work in minutes. The effects last a few hours. The more kratom you take, the stronger the effects are.
- The U.S. Food and Drug Administration (**FDA**) has warned people **NOT** to use kratom because of possible harm it can cause.

- The U.S. Drug Enforcement Administration calls kratom **a drug of concern**.
- Poison control centers in the United States received more than 3,400 reports about use of kratom from 2014 through 2019. These included reports of death. Side effects reported included high blood pressure, confusion and seizures.
- Kratom has known side effects, including:
  - Weight loss.
  - Dry mouth.
  - Nausea and vomiting.
  - Constipation.
  - Liver damage.
  - Muscle pain.
  - High blood pressure.
- Kratom also affects the mind and nervous system. It causes:
  - Dizziness.
  - Drowsiness.
  - Smells, tastes, sights, touches or sounds that seem real but aren't, called hallucinations.
  - False beliefs, called delusions.
  - Depression.
  - Trouble breathing.
  - Confusion, tremors and seizures.

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CHIEF OF POLICE

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Pine Rest Christian Mental Health Services **(www.pinerest.org)**

Pine Rest is a mental health and addiction rehabilitation facility located in Grand Rapid, MI

- Nationally, kratom is not classified under the Controlled Substance Act, but:
- **The FDA has NOT approved kratom for medical use**.
- **The DEA lists kratom as a Drug and Chemical of Concern.**
- Public health experts warn against its use due to the lack of safety data and the risk of serious side effects.
- While kratom may appear to be a natural alternative for pain relief or energy, its unregulated nature and potent effects make it a substance of concern. Health professionals urge caution and advocate for more research and regulation to ensure public safety.

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Starkville Police Department **(RMS & Officer Involvement)**

- Between January 1, 2025, and December 25, 2025 Starkville Police Department has responded to 5 (five) calls for service related to an overdose.
- 1(one) of those calls was related to kratom. Kratom was not the only drug used at the time of this overdose.
- This individual reportedly spends $350 every 2-3 days on kratom.

- In a separate situation, officers have responded multiple times to the residence of another individual. These responses are usually related to a disturbance between a husband & wife.
- The husband has informed officers multiple times that the disturbance is related to his wife's use of kratom.
- Before kratom he says that she is a great mother and spouse. But when she uses kratom, she is completely different person.
- He described her as being delusional &psychotic.

MARK BALLARD
CHIEF OF POLICE

STARKVILLE POLICE DEPARTMENT
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- She is completely unreliable.
- The couple have a disabled child. She cannot be trusted to properly medicate the child or assist in taking the child to doctor appointments.
- At one point she was spending approximately $700 - $900 per week on kratom.
- The husband has spent Thousands of dollars paying off credit cards bills that she used to pay for kratom.
- When she has quit using kratom in the past, she goes through withdrawals and stays in bed for days. The withdrawals are the same as with any opioid: headaches, chills, nausea.

With surrounding cities banning kratom, Starkville is at risk of becoming a hub for addicts to get their kratom.

Petition to Ban the Sale of Kratom for Public Health and Safety

To: The Mayor, Board of Alderman, Board of Supervisors for the City of Starkville and Oktibbeha County

We, the undersigned, are deeply concerned about the public health risks associated with the use and sale of Kratom (Mitragyna speciosa), an herbal substance that has become increasingly popular but is linked to serious health problems.

Kratom is known to have opioid-like effects, and its use has been associated with addiction, overdose, and even death. Despite being marketed as a natural remedy, kratom is not approved by the FDA for any medical use, and its safety and efficacy remain unproven.

Given the growing evidence of its dangers, we urge you to take immediate action to ban the sale, distribution, and promotion of kratom within [your jurisdiction]. Protecting our community, especially vulnerable populations such as youth and those struggling with substance abuse, is of paramount importance.

By signing this petition, we call on policymakers to:

- **Prohibit the sale and distribution of kratom products in any form**
- **Increase public awareness about the risks of kratom use**
- **Support research and regulatory measures to prevent kratom-related harm**

We thank you for your attention to this urgent public health issue and look forward to your leadership in safeguarding our community.

Sincerely,

Citizens of The City of Starkville and Oktibbeha County

	Name	Address	Signature
1.	Brandie Tedford	5905 Craig Springs, Starkville	Brandie Tedford
2.	Sara Jo Jones	936 Jeff Peavyard Maben	Sara Jo Jones
3.	Benjamin T. Dukes IV	12 Tally Ho Dr	Benjamin T. Dukes, IV
4.	Darnell Trotman	16A Peoples St. Starkville, MS	
5.	Leja Taylor	2911 Silver Ridge Rd Starkville, MS	

	Name	Address	Signature
6.	Renee Sloan	182 Sloan Rd. Sturgis MS	Renee Sloan
7.	Sara McHann	291 Silver Ridge Rd. Starkville, MS	Sara McHann
8.	James Thomas	1033 McHann Starkville, MS	James Thomas
9.	Renee Howell	2406 Wade Rd Starkville, MS	Renee Howell
10.	Wade Howell	2406 Wade Rd, Starkville, MS.	Wade Howell
11.	Robin Pine	7840 Craig Springs Rd. Sturgis	Robin Pine
12.	Whitney Moss	2764 Craig Springs Rd.	Whitney Moss
13.	SueEllen Muirhead	209 Grace Ln. Sturgis 39769	SueEllen Muirhead
14.	Amber Robinson	3349 Silver Ridge Rd Starkville, MS 39759	
15.	Keally Thomas	1033 McHann Rd Starkville MS 39759	Amber Robinson
16.	Patrick Muirhead	209 Grace Ln Sturgis 39769	Patrick Muirhead
17.	Trey Robinson	3349 Silver Ridge Rd Stark'ille, MS 39759	
18.	Lynn Durr	472 White Oak Lane Starkville	
19.		5491 Craig Springs Sturgis	
20.		611 Church St Sturgis MS	
21.	Kurt Pinnix	4860 Silver Ridge Rd Starkville, MS	
22.	Marlana Pinnix	4860 Silver Ridge Rd Starkville, MS	
23.	Steve Shepherd	114B W Baird Street, Starkville	Steve Shepherd
24.	Pam Stribling	7759 Craig Springs Rd Sturgis,	Pam Stribling
25.	Bobby Green	82861 Craig Springs Rd, Sturgis	Bobby Green
26.	William Durr	472 White Oak Ln. Starkville, MS. 39759	William Durr
27.	Tri Nason	152 Surrey Ln Starkville, MS 39759	
28.	Savannah Green	307 Colonial Circle, Starkville MS 39759	
29.	Daniel Ray	3724 Reform Rd ~~Ackerman~~ Sturgis MS	
30.	Julie McKenzie	77 McKenzie Rd Sturgis, MS 39769	Julie McKenzie

	Name	Address	Signature
31.	Addie Hughes	369 w. Main Starkville	Addie Hughes
32.	Aubrey Ray	5930 Craig Springs Sturgis	Aubrey Ray
33.	Robin Briones	771 Phillips Rd Sturgis, Ms	Robin Briones
34.	Betty Westbrook	95 Craig Springs Rd Sturgis, Ms	Betty Westbrook
35.	Nicole Briones	140 Dunn Rd Sturgis Ms	Nicole Briones
36.	Chris Coggins	140 Dunn Rd Sturgis, Ms	Chris Coggins
37.	Lloyd Briones	771 Phillips Rd Sturgis, Ms	
38.	Talida Collins	91 Sturgis West Point Rd. Sturgis, MS	Talida Collins
39.	Chris collins	91 STURGIS WEST POINT RD. STURGIS, MS	Chris collins
40.	Ryan Johnson	212 Craig Springs rd Sturgis, MS 39769	
41.	Evan coggins	709 Edwards St Sturgis MS 39769	Evan coggins
42.	Paul Pine	7840 Craig Springs Rd Sturgis MS 39769	
43.	Trenton Pine	7840 Craig Springs Rd Sturgis	Trenton Pine
44.	Betty Brown	33 Little Creek Ln Starkville MS 39759	
45.	BARRY BROWN	33 LITTLE CREEK LN STARKVILLE MS 39759	
46.	Charlotte Livingston	Morningside Dr Starkville MS	
47.	Mack Livingston	Morningside Dr Starkville MS	
48.	Gwen Ray	Pleasant Ridge Rd Sturgis MS	
49.	Roy Ray	Pleasant Ridge Rd Sturgis MS	
50.	Paul Odom	Craig Springs Rd Sturgis MS	
51.	Debra Odom	Craig Springs Rd Sturgis MS	
52.	Bettye Bell	973 Sudduth Rd Starkville	Bettye Bell
53.	Joe H. Bell	973 Sudduth Rd Starkville	Joe Bell
54.	Joann Bell	975 Sudduth Rd Starkville MS	Joann Bell
55.	Suzette Bell	971 Sudduth Rd Starkville MS	Suzette Bell

	Name	Address	Signature
56.	Anna Camarena	103 Dogwood Dr.	
57.	Allan Torrez	103 Dogwood DR Starkville, Ms	La Torre
58.	Brenda Montenegro	103 Dogwood Dr.	Brenda Montenegro
59.	Fannie Montenegro	16 East Rd	Fannie Montenegro
60.	June Eskridge	5484 Hwy 12, Starkville, MS	June Eskridge
61.	Jennifer Barrow	824 Jeff Peay Rd Starkville	
62.	David Smith	824 Jeff Peay Rd Starkville	
63.	Dakota Barrow	824 Jeff Peay Rd Starkville	Dak
64.	Hayleys Barrow	824 Jeff Peay Rd Starkville	Hayley
65.	TERRY ERVIN	936 Jeff Peay Rd	TERRY ERVIN
66.	Anthony Stribling	5905 Craig Springs	Anthony Stribling
67.	Ronnie McGinnis	4046 Craig Springs	Ronnie McGinnis
68.	Nanette McGinnis	4046 Craig Springs	Nanette McGinnis
69.	Shirley Telford	5905 Craig Springs Rd. Starkville, Ms	Shirley Telford
70.	tracy telford	5905 Craig Springs Rd. Starkville MS	Tracy Telford
71.	MIKE SULLIVAN	110 CROSSGATE ST STARKVILLE MS 39759	
72.			
73.			
74.			
75.			
76.			
77.			
78.			
79.			
80.			

PRINT

	Name	Address	Signature
81.	Kathy Nason	2993 Sturgis Maben Rd Sturgis MS	Kathy Nason
82.	Faith Green	8289 Craig Springs Rd. Sturgis MS.	Faith Green
83.	Jayda Green	21 Trevino Ln. Apt. #5 Starkville, MS	
84.	Megan Green	5491 Craigsprings Rd Sturgis, MS	Megan Green
85.	Caleb Gazaway	323 New Hope Church Rd Starkville, MS	Caleb Gazaway
86.	Dylan Gazaway	323 New Hope Church Rd Starkville, MS	
87.	Patsy Prisock	8410 Craig Springs Rd, Sturgis, MS	Patsy Prisock
88.	Barbara Coleman	6319 Craig Springs Rd Sturgis	Barbara Coleman
89.	Diana Brown	4037 Self Creek Rd., Starkville, MS	
90.	John Brown	4037 Self Creek Rd. STARKVILLE, MS.	
91.	Margaret Betts	186 Angel Rd. Starkville, MS 39759	
92.	Tyasian Head	1463 Tube Henry Ln. Starkville, MS 39759	
93.	Gacki Nason	7342 Craig Spring Rd, Sturgis, MS	Jacki Nason
94.	Gerald Nason Jr	7342 Craig Springs Rd Sturgis	
95.	Matt Moss	2704 Craig Springs Rd. Sturgis. MS 39769	
96.	Beverly Phillips	635 Mann Rd, Sturgis, MS	Beverly Phillips
97.	Bill Phillips	635 Mann Rd, Sturgis MS	Bill Phillips
98.	Brenda Torrez	103 Dogwood Dr. Starkville	Bp Torrez
99.	Lance Eskridge	4587 Hwy 12 Sturgis, MS	Lance Eskridge
100.	Melanie Eskridge	4587 Hwy 12 Sturgis, MS	Melanie Eskridge

MISSISSIPPI STATE DEPARTMENT OF HEALTH

This is an official

MS Health Alert Network (HAN) - Advisory

MESSAGE ID: **MSHAN-202507-00604-ADV (Health Advisory)**

RECIPIENTS: **All Physicians, Hospitals, ERs, ICPs, NPs, PAs, and Healthcare Providers – Statewide**

Tuesday, July 1, 2025

SUBJECT: **Risks with Kratom and Semi-Synthetic Alkaloid Products**

Mitragyna speciosa, commonly referred to as kratom, is a tropical tree in the coffee family native to Southeast Asia. It is a chemically complex natural product containing over 40 alkaloids, each with varying pharmacological properties and effects. As a result, it has been commonly used to self-treat many conditions, such as pain, withdrawal, anxiety and depression [1]. The primary alkaloid, mitragynine, acts as a partial agonist at μ-opioid, alpha adrenergic, and serotonergic receptors. Its effects are dose-dependent with stimulation (e.g. anxiety, agitation) at low doses and opioid-like effects (e.g. sedation, euphoria, analgesia) at high doses [1]. Emerging synthetic derivatives, including 7-hydroxymitragynine and mitragynine pseudoindoxyl, show markedly enhanced agonism at the μ-opioid receptor when compared to mitragynine [2]. 7-hydroxymitragynine is predicted to be 30-40x more potent than mitragynine and 5-10x more potent than morphine [3, 4]. Kratom and its constituents are federally unregulated and readily accessible from various retail environments. They are available in many concentrations and forms: leaves (plant-based products), powders, tablets, chewable tablets, films, capsules, gummies, and/or concentrated liquid extracts [6]. Given the aforementioned adverse effects, toxicity in users can be complex and unpredictable [1].

The Mississippi Poison Control Center (MPCC) has received 21 kratom exposure related calls since the start of 2025. However, during the week span of 6/19/2025-6/26/2025, the MPCC observed a concerning trend involving kratom and 7-hydroxymitragynine products after receiving three reports of significant clinical effects in young adults, all of whom experienced respiratory and cardiac arrest following exposure. Notably, all incidents were associated with consuming above the product's recommended dosage or through repeated use over a short timeframe. Two of these cases involved ingestions of 7-hydroxymitragynine products. Although both of these individuals were successfully revived with naloxone administration, one remains in critical condition.

The 2023 National Poison Data System Report, which identifies kratom as an emerging public health threat, cites nausea, vomiting, confusion, tachycardia, agitation, and hypertension as common clinical manifestations associated with kratom exposure [6]. Severe toxicities reported include: cardiotoxicity, such as ventricular fibrillation and sudden cardiac death, seizures, respiratory depression, rhabdomyolysis, and hepatic injury [7, 8, 9, 10, 11]. As of present, there are no well-defined toxic doses. Lastly, case reports suggest naloxone may counteract kratom's opioid-like effects during overdose, while *in vivo* studies indicate this benefit is specific to 7-hydroxymitragynine [12,13].

Currently, there are no standard laboratory procedures for detecting kratom or its alkaloids in a clinical setting. While some toxicology and forensic laboratories have incorporated kratom and select alkaloids into their screening and confirmatory testing, these procedures remain neither time-efficient nor cost-effective.

As you may know, Mississippi House Bill 1077 will go into effect on July 1, 2025, restricting the sale of kratom products to individuals under 21 and banning potent, synthetic formulations, such as 7-hydroxymitragynine. While we are optimistic this regulation will help curb exposures, we urge healthcare providers to remain vigilant. The MPCC is readily available to assist providers with all kratom exposures. Additionally, we have board certified medical toxicologist available free for consultation.

Recommendations for healthcare providers:

1. Emerging synthetic derivatives, including 7-hydroxymitragynine and mitragynine pseudoindoxyl, are potent μ-opioid receptor agonists. Therefore, opioid antagonists (naloxone, etc.) should be considered, in addition to, other supportive care. Furthermore, consider kratom and especially its synthetic alkaloid metabolites for cases of cardiovascular/respiratory arrest and unknown drug overdose.
2. Report ALL kratom exposures, especially those with significant clinical effects such as cardiovascular/respiratory arrest, to the MPCC via **1-800-222-1222.**
3. If product is implicated in significant clinical effects, obtain and provide complete product information (e.g. product name, manufacturer, ingredients and respective concentrations, dose, formulation, etc.) to the MPCC.
4. If able, coordinate with toxicology or forensic laboratories for product and specimen testing if products are associated with significant clinical effects.

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7. Sangani V., et al. Unusual presentation of kratom overdose with rhabdomyolysis, transient hearing loss, and heart failure. J Investig Med High Impact Case Rep. 2021. 9:23247096211005069. doi:10.1177/23247096211005069.
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11. Miller A.H.F., et al. Kratom cardiotoxicity: reversible brugada pattern and qtc prolongation. JACC: Case Rep. 2025;20(5):103109. doi:10.1016/j.jaccas.2024.103109.
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13. Gonzalez J.D.Z., et al. Mitragynine and 7-hydroxymitragynine: bidirectional effects on breathing in rats. bioRxiv. 2025;05(16):654392. doi:10.1101/2025.05.16.654392.

MISSISSIPPI STATE DEPARTMENT OF HEALTH

Alerting Message Specification Settings

Originating Agency:	Mississippi State Department of Health
Alerting Program:	MS Health Alert Network (MS HAN)
Message Identifier:	MSHAN-202507-00604-UPD
Program (HAN) Type:	Health Alert Advisory
Status (Type):	Actual ()
Message Type:	Update
Reference:	MSHAN-00604
Severity:	Unknown
Acknowledgement:	No
Sensitive:	Not Sensitive
Message Expiration:	Undetermined
Urgency:	Undetermined
Delivery Time:	600 minutes

Definition of Alerting Vocabulary and Message Specification Settings

Originating Agency: A unique identifier for the agency originating the alert.

Alerting Program: The program sending the alert or engaging in alerts and communications using PHIN Communication and Alerting (PCA) as a vehicle for their delivery.

Message Identifier: A unique alert identifier that is generated upon alert activation (MSHAN-yyymmdd-hhmm-TTT (ALT=Health Alert, ADV=Health Advisory, UPD=Health Update, MSG/INFO=Message/Info Service).

Program (HAN) Type: Categories of Health Alert Messages.

Health Alert: Conveys the highest level of importance; warrants immediate action or attention.

Health Advisory: Provides important information for a specific incident or situation; may not require immediate action.

Health Update: Provides updated information regarding an incident or situation; unlikely to require immediate action.

Health Info Service: Provides Message / Notification of general public health information; unlikely to require immediate action.

Status (Type):

- Actual: Communication or alert refers to a live event
- Exercise: Designated recipients must respond to the communication or alert
- Test: Communication or alert is related to a technical, system test and should be disregarded

Message Type:

- Alert: Indicates an original Alert
- Update: Indicates prior alert has been Updated and/or superseded
- Cancel: Indicates prior alert has been cancelled

Reference: For a communication or alert with a Message Type of "Update" or "Cancel", this attribute contains the unique Message Identifier of the original communication or alert being updated or cancelled. "n/a" = Not Applicable.

Severity:

Extreme: Extraordinary threat to life or property
Severe: Significant threat to life or property
Moderate: Possible threat to life or property
Minor: Minimal threat to life or property
Unknown: Unknown threat to life or property

Acknowledgement: Indicates whether an acknowledgement on the part of the recipient is required to confirm that the alert was received, and the timeframe in which a response is required (Yes or No).

Sensitive:

Sensitive: Indicates the alert contains sensitive content
Not Sensitive: Indicates non-sensitive content

Message Expiration: Undetermined.

Urgency: Undetermined. Responsive action should be taken immediately.

Delivery Time: Indicates the timeframe for delivery of the alert (15, 60, 1440, 4320 minutes (.25, 1, 24, 72 hours)).

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 113 N LAFAYETTE ST, STARKVILLE, MS 39759, WITH PARCEL NUMBERS, 118P-00-171.00, 118P-00-172.00, AND 118P-00-173.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Sergeant Samantha Gillen presented consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 113 N Lafayette St, Starkville, MS 39759, with parcel numbers, 118p-00-171.00, 118p-00-172.00, and 118p-00-173.00 is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

Initial inspection of 113 N LAFAYETTE ST, STARKVILLE, MS 39759, with parcel numbers, 118P-00-171.00, 118P-00-172.00, and 118P-00-173.00 was performed by Code Enforcement Sergeant Gillen on September 23, 2025, and was re-inspected on January 22, 2026 by Sergeant Gillen. Both inspections provided evidence that the property contained conditions not suitable for public health and safety, such as having major exterior wall cracks, missing large chunks of cinder blocks exposing part of the wood framing, potential water damage based on rust stains, and what appears to be a sag of the northwest portion of the roof. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected. A Notice of Violation was mailed to the property owner, Apostolic Assembly of Jesus Christ, along with the Assembly leadership, Michael Martin at, on January 22, 2026 by Sergeant. Gillen.

Public Notices of the public hearing were posted on the front entrance window at City Hall and on the property on March 2, 2025. A Notice of Public hearing was also certified mailed on March 2, 2026, to the Assembly leadership, Michael Martin at *1200 12th St N, Columbus, MS 39701*.

A final inspection was conducted on March 2, 2026 by Officer Harvey and Cundy before submission of documents on Monday March 2, 2026 at 1335 hours.

Micheal Martin stated they are currently trying to sell the property. They have had the property appraised and have a realtor that is currently trying to sell the property. If the property does not sell, he noted they would tear the buildings down. He asked for time to get this accomplished.

Mayor Spruill opened the Public Hearing to the public.

There being no comments, the Mayor closed the Public Hearing.

Alderman Vaughn asked Pastor Martin how much time he is needing. Pastor Martin asked

for one year due to the nature of selling a property or until January 2027. Alderman Sistrunk asked if the property was actively listed. Pastor Martin stated they have a realtor who is in communication with interested parties and if that doesn't work out, they will list the property. Alderman Brooks noted that he was one of the appraisers that was called to appraise the property and would be willing to give Pastor Martin time on the matter. Alderman Brooks noted that the property next to this location had sold. Mayor Spruill noted that she knew of interest parties looking into purchasing the property. She stated that she would like to give 6 months for the property clean up. Alderman Vaughn made the motion to allow for one year for the property clean up due to Pastor Martin actively trying to sell the property.

33. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 113 N LAFAYETTE ST, STARKVILLE, MS 39759, WITH PARCEL NUMBERS, 118P-00-171.00, 118P-00-172.00, AND 118P-00-173.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR IN ONE YEAR (MARCH 2027).

Upon the motion of Alderman Vaughn, duly seconded by Alderman Perkins, and adopted by the Board to approve to determine whether the property located at 113 n Lafayette St, Starkville, MS 39759, with parcel numbers, 118p-00-171.00, 118p-00-172.00, and 118p-00-173.00 is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur in a year (March 2027). The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at https://www.cityofstarkville.org/ under the City Ordinances then Unified Development Code.

16.1 Nuisance
16.1.1 General Nuisance
16.1.2 Nuisance Prohibited
16.1.3 Nuisance Violation

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

A. Accumulation of noxious weeds and other rank vegetation.

B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.

C. Any condition which provides harborage for rats, mice, snakes and other vermin.

D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.

E. All unauthorized noises and vibrations, including animal noises.

F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.

G. The carcasses of animals or fowl not disposed of within a reasonable time after death.

H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.

I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.

J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

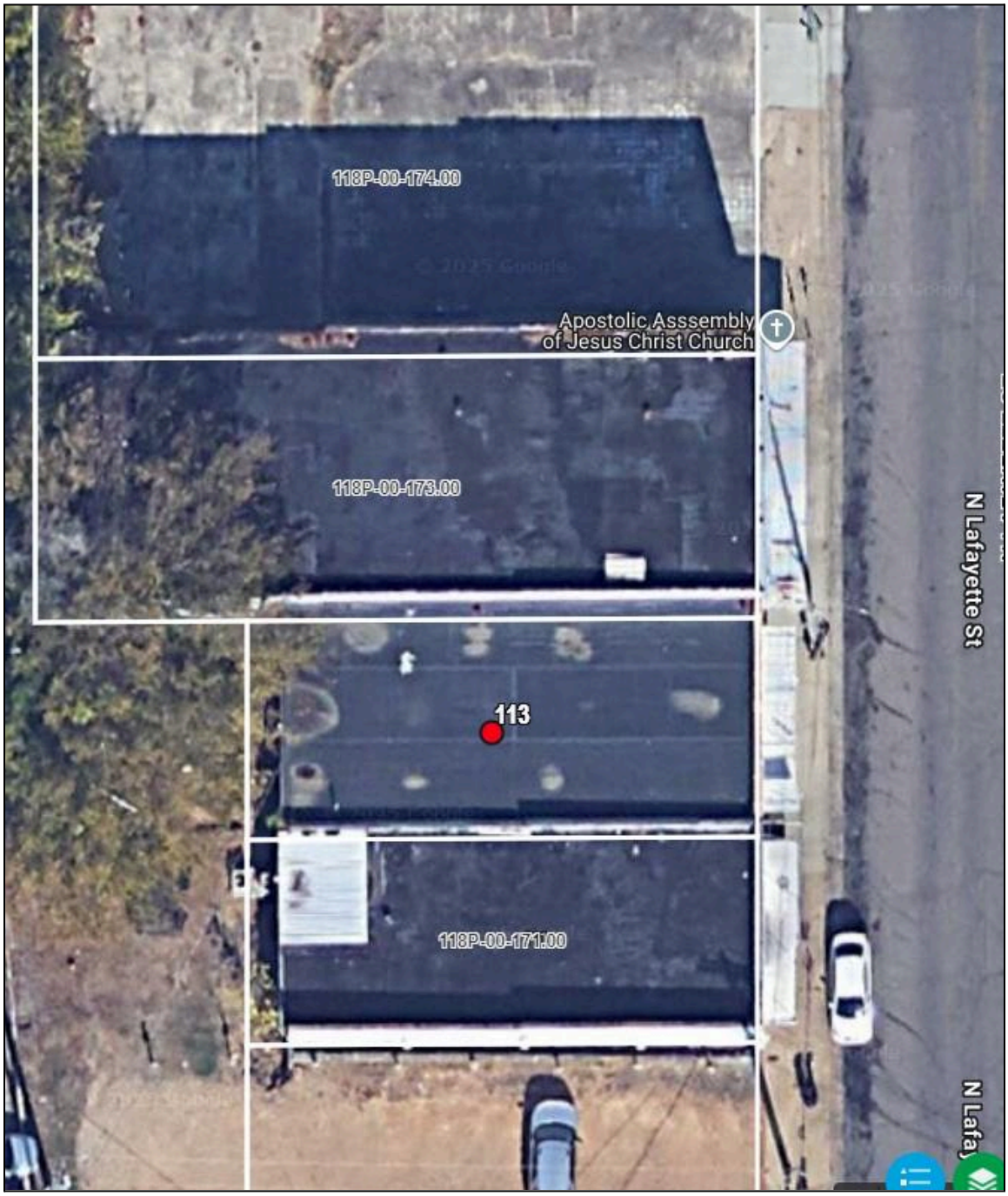
(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted. Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

113 N LAFAYETTE ST, STARKVILLE, MS 39759, with parcel numbers, 118P-00-171.00, 118P-00-172.00, and 118P-00-173.00 (Parcel Map)



The following are Warranty Deeds showing the property was granted to The Apostolic Assembly of Jesus Christ:

118P-00-171.00:

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

175

WARRANTY DEED

In consideration of $10.00 and other valuable consideration, the receipt of all of which is hereby acknowledged, I, WILLIAM GRAHAM WELLS, Starkville, Mississippi, GRANTOR, do hereby convey and warrant unto JERRY EDMONDS and MILTON WOODS, TRUSTEES FOR THE APOSTOLIC ASSEMBLY OF JESUS CHRIST, Starkville, Mississippi, and their successors in office, GRANTEES, that certain tract of land situated in the County of Oktibbeha, State of Mississippi, described as follows:

Lot 19, and Lot 2-B of Block 6, of the City of Starkville, Mississippi, as shown by the 1951 Edition of the Arthur L. Goodman Official Map of said City, recorded in the Land Records of Oktibbeha County, Mississippi, in a book entitled "Official Map, City of Starkville, Miss.", reference to which for further description is here made.

The above described property is conveyed subject to existing easements for public utilities, whether of record or not, as reflected by the Public Land Records of Oktibbeha County, Mississippi, and as may be disclosed by an examination of the premises, and subject to prior reservations or conveyances of minerals, if any.

The above described property is conveyed subject to rights-of-way of public streets.

The above described property constitutes no part of the homestead of Grantor.

Grantor do not warrant against ad valorem taxes for that proportionate part of the year 1986 after the date of this deed, it being the intention of Grantor and Grantees to pro-rate such taxes as of this date.

For the same consideration as set forth herein, Grantor also conveys and quit claims to Grantees the easement to the use of

118P-00-172.00:

WARRANTY DEED

571

STATE OF MISSISSIPPI:

COUNTY OF OKTIBBEHA:

In consideration of Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, **RICKEY BREWER and wife, JUDY BREWER,**, GRANTORS, do hereby convey and warrant unto **WILLIE CHILDS and W. T. JONES, Trustees for the Apostolic Assembly of Jesus Christ, Starkville, Mississippi and their successors in office,** GRANTEE, the following described tract or parcel of land situated in Oktibbeha County, Mississippi, to-wit:

Lots 1-A, 2-A and 3-A and 3-B of Block 6, City of Starkville, Mississippi according to the 1951 Edition of the A. L. Goodman Official Map of the City of Starkville, Mississippi on file in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

This conveyance is made subject to easements for utilities, drainage, road rights-of-way, oil, gas and mineral leases and reservations, if any, including City of Starkville, Mississippi zoning ordinances.

Grantors warrant no payment of the 1995 ad valorem taxes beyond the date of this conveyance.

Executed this the 23rd day of June, 1995.

Ricky Brewer
RICKEY BREWER

Judy Brewer
JUDY BREWER

118P-00-173.00:

STATE OF MISSISSIPPI

241

COUNTY OF OKTIBBEHA

ASSUMPTION WARRANTY DEED

For and in consideration of the sum of Ten Dollars ($10), cash in hand paid us and other good and valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, and the further consideration of the assumption and agreement by the Grantees herein to pay the unpaid balance of the original principal indebtedness, secured by a deed of trust executed by Lenard C. Clark and wife, June Clark to Charles T. Yoste, trustee, for the use and benefit of Frank D. Newsom, dated January 12, 1988, of record in Trust Deed Book 703, pages 672-675, inclusive, in the office of the Chancery Clerk of Lowndes County, Mississippi, we, LENARD C. CLARK and wife, JUNE CLARK, 114 - 5th Street North, Columbus, MS 39701, 328-0699, as GRANTORS, do hereby CONVEY and WARRANT unto THE APOSTOLIC ASSEMBLY OF JESUS CHRIST, 113 North Lafayette Street, Starkville, MS 39759, as GRANTEES, the following described property lying, being and situated in the County of Oktibbeha and State of Mississippi, to wit:

Lot 18 and Lot 2-C of Block 6 according to the A. L. Gooodman Official Map of the City of Starkville, Mississippi, 1951 Edition. Being the South Half (S½) of that property acquired from L. L. Mullins, Sr., by deed recorded in Book 477, at Page 82 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, reference to which is hereby made for further description.

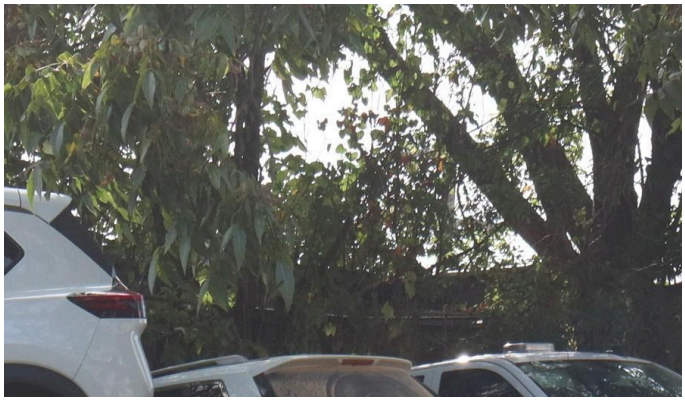
This conveyance is made subject to and there is excepted from the Warranty hereof the following:

(1) All taxes becoming a lien on and after January 1, 1989.

(2) The above described first deed of trust.

WITNESS the signatures of the Grantors herein on this the

The photographs below were taken from the public view at the city road by Sergeant Gillen at the first inspection on September 23, 2025



(Call Card)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 09/23/2025 12:53

Call # 25-031644
Date/Time 09/23/2025 09:35:57
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher GILLEN, S
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address

113 N LAFEYETTE

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
GILLEN, S	09:35:57	09:35:57	09:36:14		

Notes

9/23/2025 9:36:04 AM	GILLEN, S	PHOTOS TAKEN

The photographs below were taken from the public view at the city road by Sgt. Gillen at the second inspection on January 22, 2026. No change to property.

Violation Notice issued

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

City of Starkville
110 W Main Street
Starkville, MS 39759

NOTICE OF VIOLATION

Violation Address:
113 N LAFAYETTE ST ,

STARKVILLE, MISSISSIPPI, 39759

Date: January 22, 2026
Case Number: CE-26-11
Parcel Number: 118P-00-171.00, 118P-00-172.00, 118P-00-173.00

Name: APOSTOLIC ASSEMBLY OF JESUS CHRIST TRUST
Owner Address: 113 N LAFAYETTE ST STARKVILLE MISSISSIPPI, 39759

Dear Property Owner or Tenant,
The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

This letter is an official written notice that you have until **February 9, 2026** to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

3.19.5.F	UDC 3.19.5.F Property or Parcel is a Menace to the Public Health Safety and Welfare	1. Upon verification of the alleged violation by the Building Official, the Code Enforcement Officer shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6.
304.1.1	IPMC 304.1.1 Unsafe conditions	The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. 3.Structures or components thereof that have reached their limit state. 4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 5.Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects. 6.Foundation systems that are not firmly supported by footings, are not plumb and free from open

cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects. 9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. 10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 12.Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. 13.Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

By the following date said violation is to be corrected:
February 9, 2026

Samantha Gillen
Sergeant
Code Enforcement

The Unified Development Code and Municipal Code of Ordinances can be found at https://starkville.municipalcodeonline.com/
For more information regarding remedies and penalties please see
Section 3.19.6 of the Unified Development Code.

This Administrative Inspection Warrant was executed by Officers Cundy, Officer Harvey, and Building Official Stein McMullen on Monday March 2, 2026 at approximately 1335 hrs. Photographs were taken of the property and structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire property and building, including any locked or secured rooms or compartments at 113 N Lafayette St, Starkville, Oktibbeha County, Mississippi, with the three connected Parcels: #118P-00-171.00, #118P-00-172.00 and #118P-00-173.00, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:
Apostolic Assembly Church, Michael and Michelle Martin, and unknown persons

3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:
IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11 (HEALTH, SAFETY, AND WELFARE).

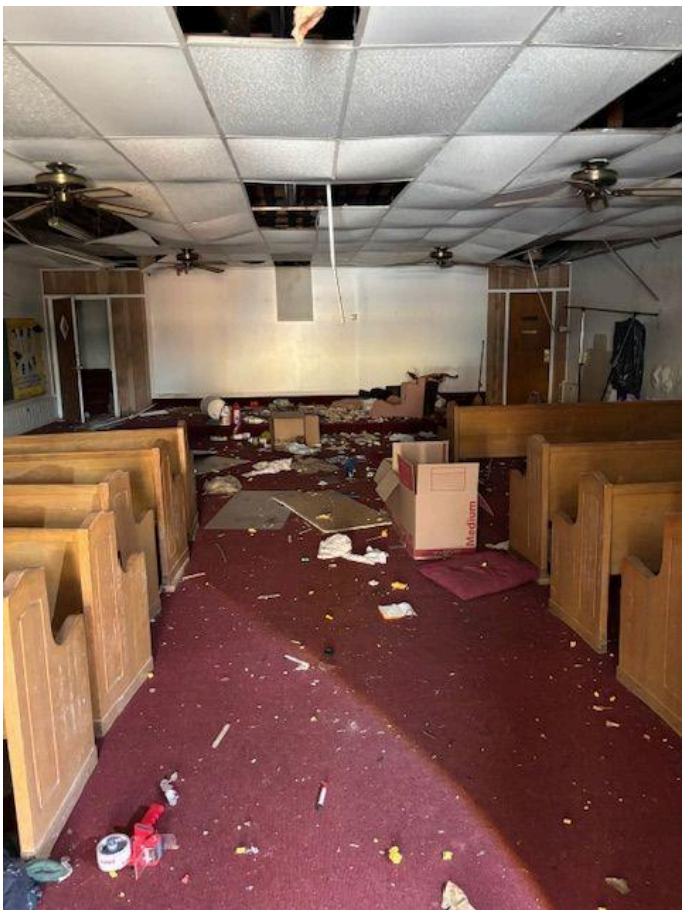
5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

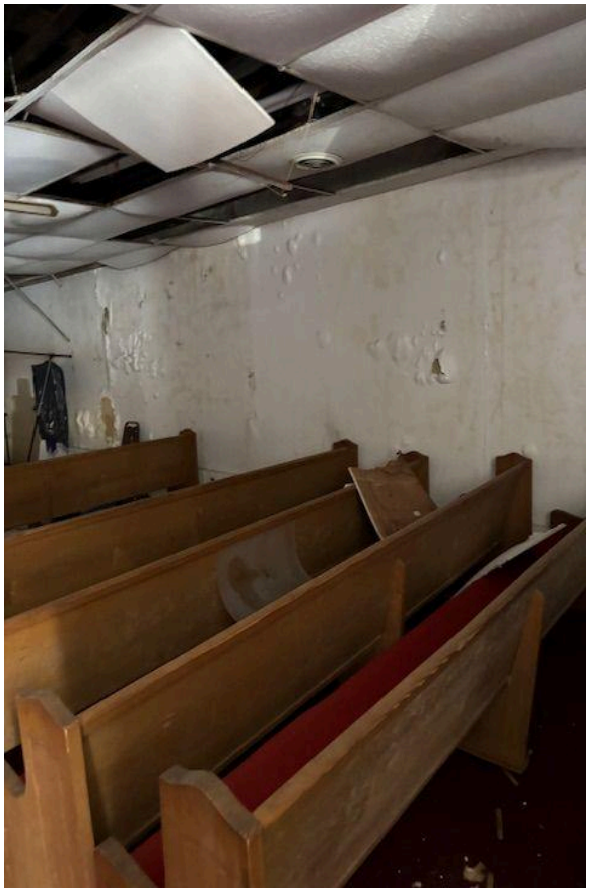
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

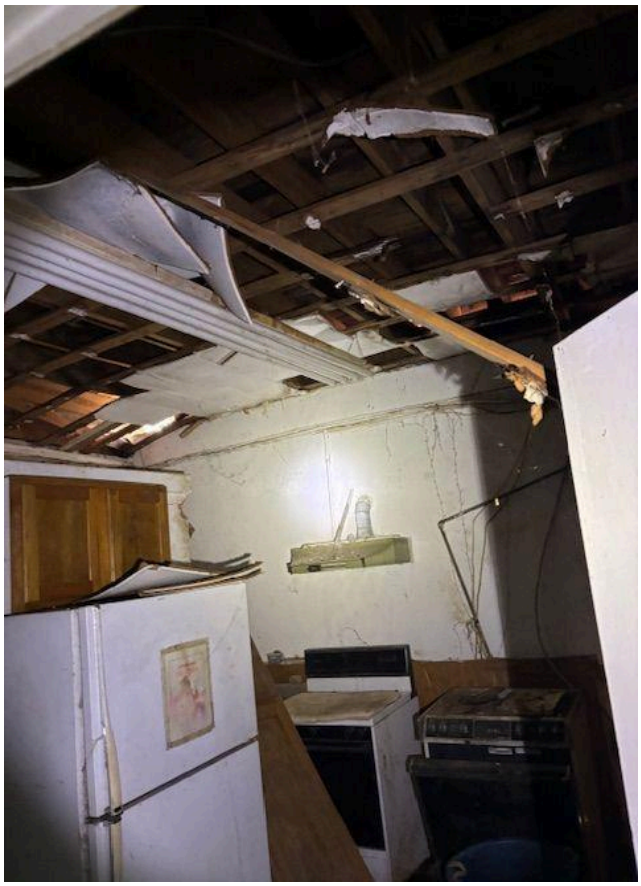
This warrant shall be executed within 10 days of the date of issuance.

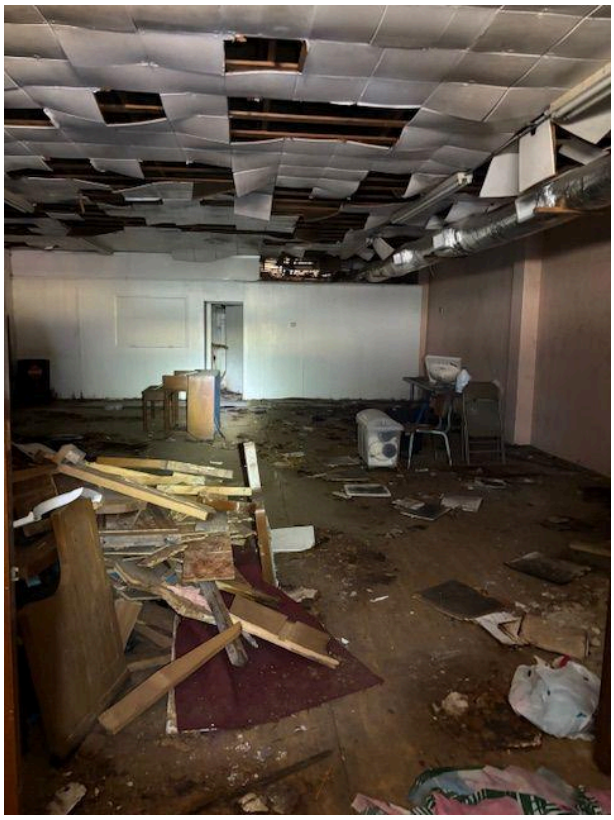
Judge

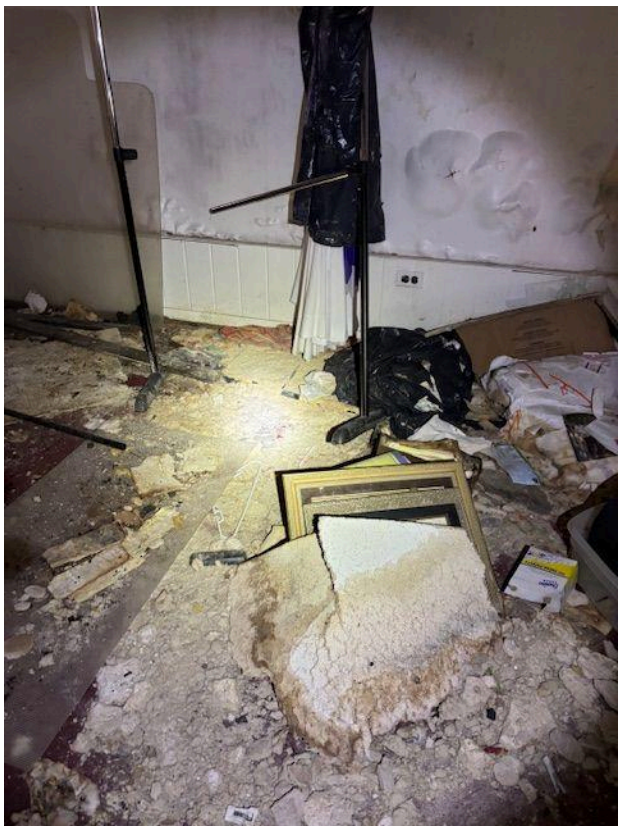
CODE
ENFORCEMENT

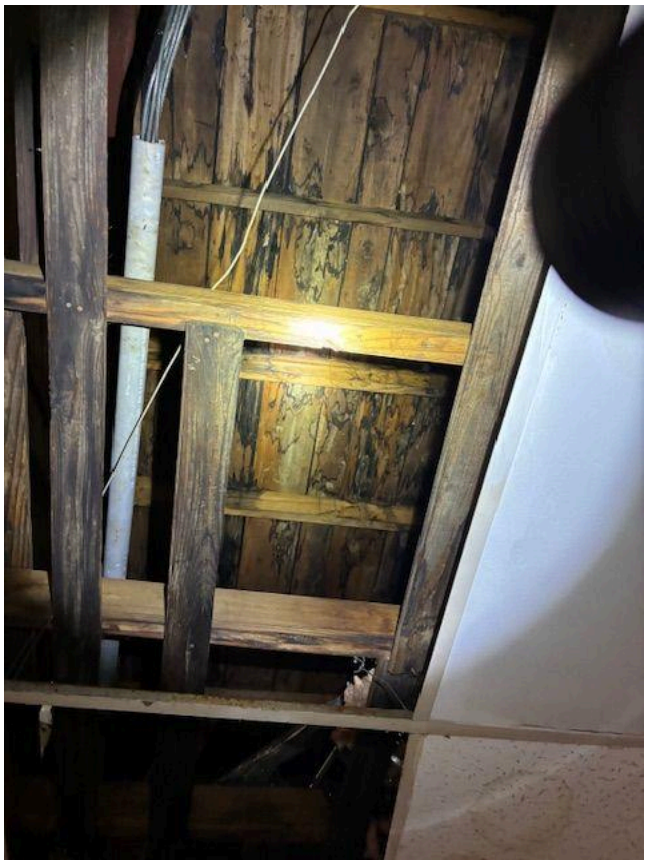


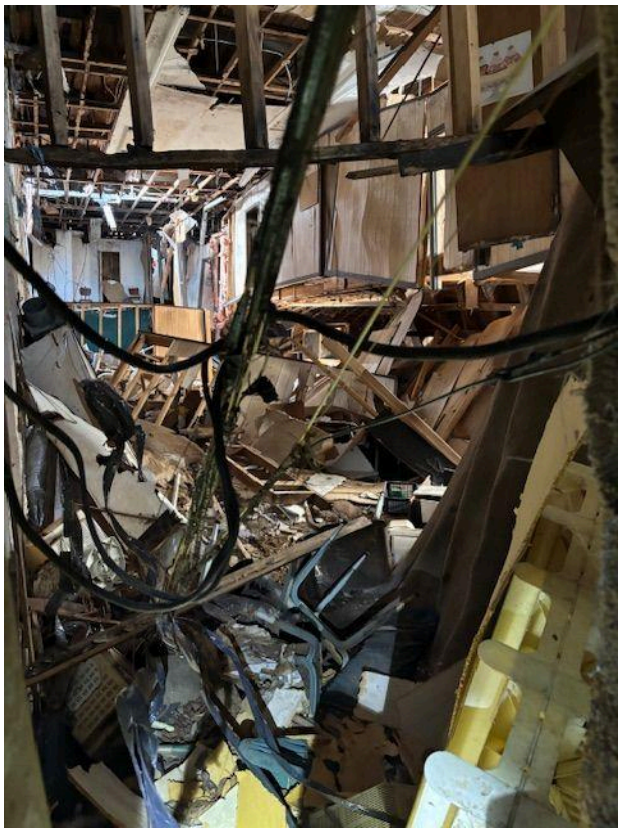












Public Hearing Notice for 113 N LAFAYETTE ST, STARKVILLE, MS 39759, with parcel numbers, 118P-00-171.00, 118P-00-172.00, and 118P-00-173.00

Apostolic Assembly of Jesus Christ Trust
113 N. Lafayette St
Starkville, MS 39759

March 02, 2026

NOTICE

PARCEL NUMBERS: 118P-00-171.00, 118P-00-172.00, 118P-00-173.00

113 N LAFAYETTE ST, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MARCH 17, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

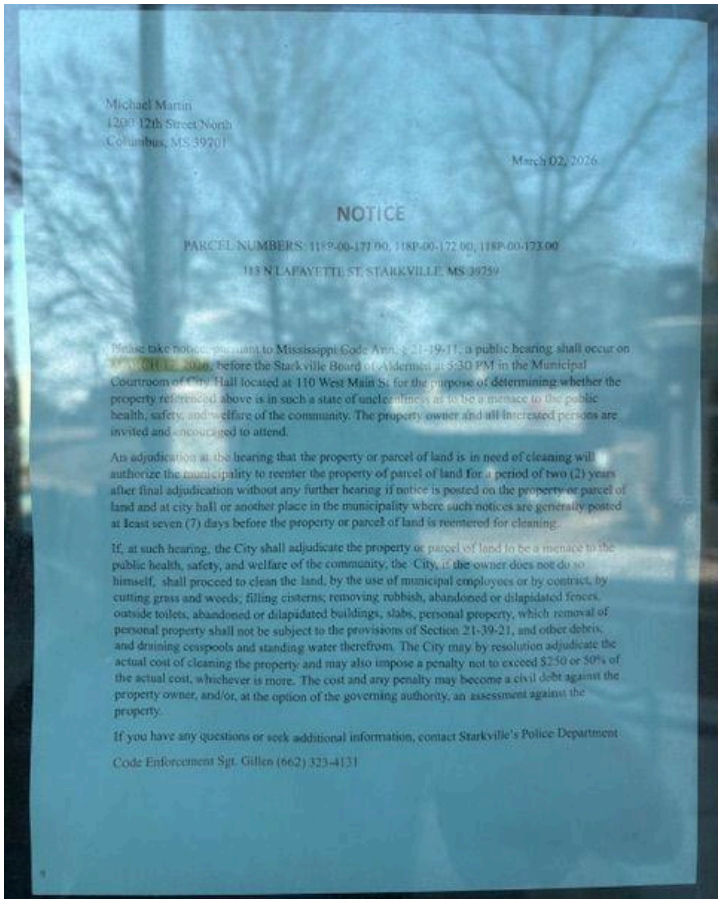
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed $250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Sgt. Gillen (662) 323-4131

The photograph below was taken by Officer Cundy on March 2, 2026, of the Public Hearing Notice posted on the front window at City Hall.

(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



Michael Martin
1200 12th Street North
Columbus, MS 39701

March 02, 2026

NOTICE

PARCEL NUMBERS: 118P-00-171.00, 118P-00-172.00, 118P-00-173.00

133 N LAFAYETTE ST, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on [illegible], before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St. for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris, and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed $250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Sgt. Gillen (662) 323-4131

(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 03/09/2026 17:18

Call # 26-006101
Date/Time 03/02/2026 16:09:54
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher STREEVAL,
Disposition NO ACTION
Zone

Location Address

CITY HALL

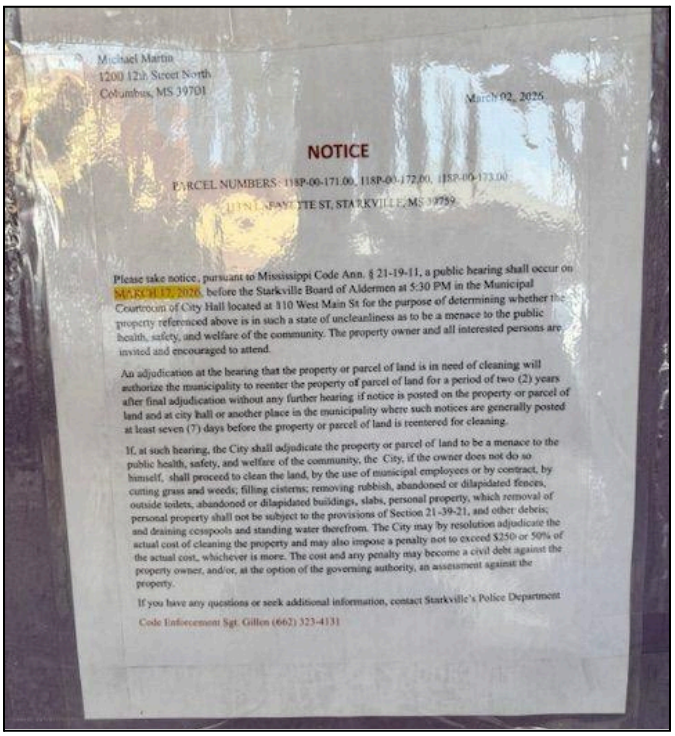
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:09:54	16:09:54	16:11:44		
ENGLISH, C	16:10:07		16:10:09	16:10:09	

Notes

3/2/2026 4:10:55 PM	HARVEY, M	POSTED AND STAMPED THE PH NOTICES ON 133 LAFAYETTE ST

Public Hearing notice was posted on the property by Officer Cundyn on March 2, 2026.



Michael Martin
1200 12th Street North
Columbus, MS 39701

March 02, 2026

NOTICE

PARCEL NUMBERS: 118P-00-171.00, 118P-00-172.00, 118P-00-173.00

113 E. LAFAYETTE ST, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on MARCH 17, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 810 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed $250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Sgt. Gillen (662) 323-4131

(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 03/09/2026 17:21

Call # 26-006087
Date/Time 03/02/2026 13:35:41
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition NO ACTION
Zone

Location Address
113 LAFAYETTE ST

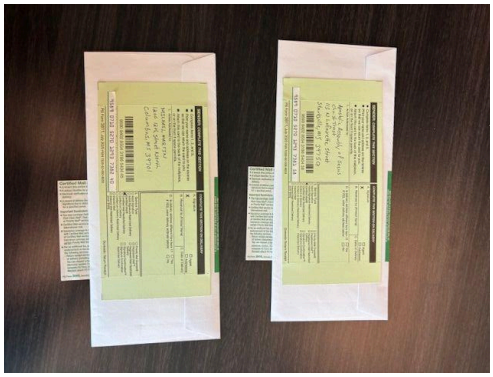
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	13:35:41	13:35:41	14:35:54		

Notes

Public Hearing notice mailed to the property owner via US mail on March 2, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from N/A
thru 03/09/2026 17:24

Call #	26-006104	**Dispatcher**	HARVEY, M
Date/Time	03/02/2026 16:15:20	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

POST OFFICE

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	16:15:20	16:15:20	16:31:07		

Notes

3/2/2026 4:30:56 PM	HARVEY, M	MAILED PH NOTICE

PUBLIC HEARING AND CONSIDERATION OF SE 26-04 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 24 LINDBERGH BLVD WITHIN A TN-E ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 26-04 a request for Special Exception to allow for an Accessory Dwelling Unit at 24 Lindbergh Blvd within a TN-E zoning district. This is a Special Exception request by Fred Young Jr. to allow for the expansion of an existing building located in the rear of the property and to continue to use as an Accessory Dwelling Unit at 24 Lindbergh Blvd within a TN-E zoning district with the property number 102B-00-131.00. Because the structure existed prior to adoption of the UDC, the ADU is considered a legal nonconforming use. Therefore, expansion requires Special Exception approval.

The purpose of this request is not to establish a new residential use, but rather to formally recognize and regulate an existing legal nonconforming ADU and to allow for it to be expanded. The existing ADU is approximately 720 square feet. The principal residence on the property is approximately 1,526 square feet. The proposed addition is 336 square feet, bringing the total ADU size to 1,056 square feet.
Section 13.5.2 establishes additional standards for Accessory Dwelling Units, including a maximum footprint of fifty percent (50%) of the principal dwelling or six hundred (600) square feet, whichever is less, and a maximum of two (2) bedrooms. However, with the proposed addition, the structure will exceed the maximum size of 50% or less of the principal structure. Section 3.4.1 states that Special Exceptions shall follow additional standards unless specifically removed as part of approval.
Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.2 of the Unified Development Code, staff recommends approval with one condition addressing the size of the unit.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.
1. 13 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 22, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received one email requesting information about the request.
At the March 10, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request with the following condition of approval:
1. The maximum square footage for the ADU footprint cannot exceed 70% of the principal structure or 1,068 square feet.

Alderman Sistrunk asked if it met the set back requirements. Mr. Havlin confirmed it did.

Fred Young noted this was a gameday house and they just needed more space for family.

Mayor Spruill opened the Public Hearing to the public.

There being no comments, the Mayor closed the Public Hearing.

34. CONSIDERATION OF SE 26-04 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 24 LINDBERGH BLVD WITHIN A TN-E ZONING DISTRICT

Upon the motion of Alderman Vaughn, duly seconded by Alderman Pochop, and adopted by the Board to approve SE 26-04 a request for special exception to allow for an accessory dwelling unit at 24 Lindbergh Blvd. within a TN-e zoning district. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To:	Members of the Planning & Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject:	Public Hearing and consideration of SE 26-04 a request for Special Exception to allow for an Accessory Dwelling Unit at 24 Lindbergh Blvd within a TN-E zoning district.
Date:	March 10, 2026

The purpose of this report is to provide information regarding a Special Exception request by Fred Young Jr. to allow for the expansion of an existing building located in the rear of the property and to continue to use as an Accessory Dwelling Unit at 24 Lindbergh Blvd within a TN-E zoning district with the property number 102B-00-131.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is requesting a Special Exception to allow for the expansion of an existing accessory structure located at the rear of the property that functions as an Accessory Dwelling Unit (ADU). Based on review of tax records, historical aerial imagery, and prior zoning regulations, the detached structure has functioned as a separate residential unit prior to adoption of the Unified Development Code (UDC) on December 17, 2019. Because the structure existed prior to adoption of the UDC, the ADU is considered a legal nonconforming use. Therefore, expansion requires Special Exception approval.

The existing ADU is approximately 720 square feet. The principal residence on the property is approximately 1,526 square feet. The proposed addition is 336 square feet, bringing the total ADU size to 1,056 square feet.

The property is located in the TN-E zoning district. The Use Chart in Section 13.3 of the Unified Development Code identifies "Dwelling, Accessory Unit" as a use that requires a Special Exception. While the Unified Development Code allows ADUs subject to approval, the purpose of this request is not to establish a new residential use, but rather to formally recognize and regulate an existing legal nonconforming ADU and to allow for it to be expanded.

Section 13.5.2 establishes additional standards for Accessory Dwelling Units, including a maximum footprint of fifty percent (50%) of the principal dwelling or six hundred (600) square feet, whichever is less, and a maximum of two (2) bedrooms. However, with the proposed addition, the structure will exceed the maximum size of 50% or less of the principal structure. Section 3.4.1 states that Special Exceptions shall follow additional standards unless specifically removed as part of approval.

Approval of this request would formally recognize an existing ADU and provide a clear regulatory framework for its continued use. If the additional standards for the use are modified as part of this request, the proposed addition would be allowed. This action would

reduce ambiguity regarding the status of the structure and ensure that future property owners are subject to the same conditions and limitations.

Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.2 of the Unified Development Code, staff recommends approval with conditions of Special Exception SE 26-04 to allow an ADU at 24 Lindbergh Blvd within a TN-E zoning district, subject to compliance with all applicable provisions of the Unified Development Code. Staff recommends the following condition:

1. The maximum square footage for the ADU footprint cannot exceed 70% of the principal structure or 1,068 square feet.

Section 13.5.2 Dwelling, Accessory Unit

A. Definition: A residential structure containing one (1) dwelling unit that is auxiliary to the principal dwelling unit(s) on the same lot and that have an independent means of entry into the dwelling unit. This includes, but is not limited to dwelling units in guest houses, pool houses, carriage houses, and garage apartments above or beside a garage. An accessory structure shall be considered an accessory dwelling if it includes all of the following: kitchen area, full bathroom, electricity, and is heated or cooled.

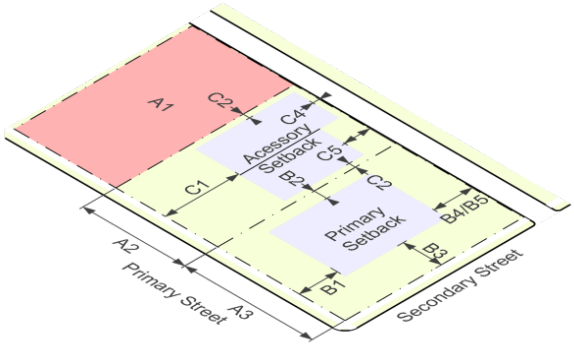
B. Parking: One (1) parking space per bedroom for all new construction.

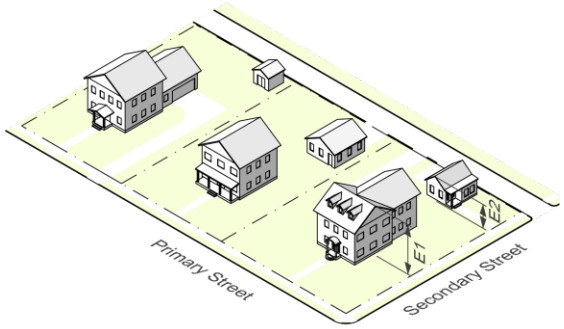
C. Loading: Loading/unloading areas accommodating delivery of materials to and from the premises are not permitted or required.

D. Additional Standards:

1. *An accessory dwelling unit footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less.*
2. *There can be no more than two (2) bedrooms per accessory dwelling unit and only one (1) accessory dwelling unit per lot.*
3. An accessory dwelling unit must be a complete living space with both kitchen and bathroom facilities.
4. No more than two adults may reside in an accessory dwelling unit.
5. The design of the accessory dwelling unit shall be in harmony with the principal dwelling in regards to massing, materials, and location.
6. A home occupation is allowed within an accessory dwelling with proper approvals.
7. See zoning district general provisions for density requirements and other standards.
8. See zoning district base dimensional standards for location, setbacks, and height requirements.

Section 6.3.4. Base Dimensional Standards





Detached and Attached Duplex Dwelling	
A. Lot Dimensions	**TN-E**
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Principal Building Setbacks	**TN-E**
B1 Front setback	15' or see infill standards
B. Principal Building Setbacks (cont.)	**TN-E**
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	15' or see infill
B4 Rear setback (min.)	15'
B5 Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	**TN-E**
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min ***existing structure is +/-20'***
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure ***existing structure is +/-39'***
C5 Rear setback adjacent to alley for garages (min.)	15'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	**TN-E**
D1 From primary street	See infill standards
E. Height	**TN-E**
E1 Principal building(s) (max)	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	**TN-E**
F1 Street-facing primary entrance along street	yes

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

1. **Site Suitability**: The proposed expansion remains subordinate in scale to the principal dwelling and meets required TN-E setbacks. The lot provides adequate area for the addition.
2. **Traffic**: The addition represents a modest increase in residential intensity. Required off-street parking can be accommodated on site.
3. **Immediate Neighborhood Impact**: The ADU is located behind the principal structure and does not alter the streetscape or introduce incompatible uses.
4. **Availability of Public Services**: The property is served by municipal water, sewer, electricity, police, and fire protection.
5. **Site Plan:** Not Required
6. **Impact on Property Values**: Compatible accessory units support housing flexibility and neighborhood stability.
7. **Consistency with Comprehensive Plan:** The Comprehensive Plan supports context-sensitive infill and housing diversity within established neighborhoods.
8. **Additional Standards:** Two of the additional standards will need to modified as part of the approval.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance n and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 13 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 22, 2026.
3. A sign was posted on the property in a conspicuous location.

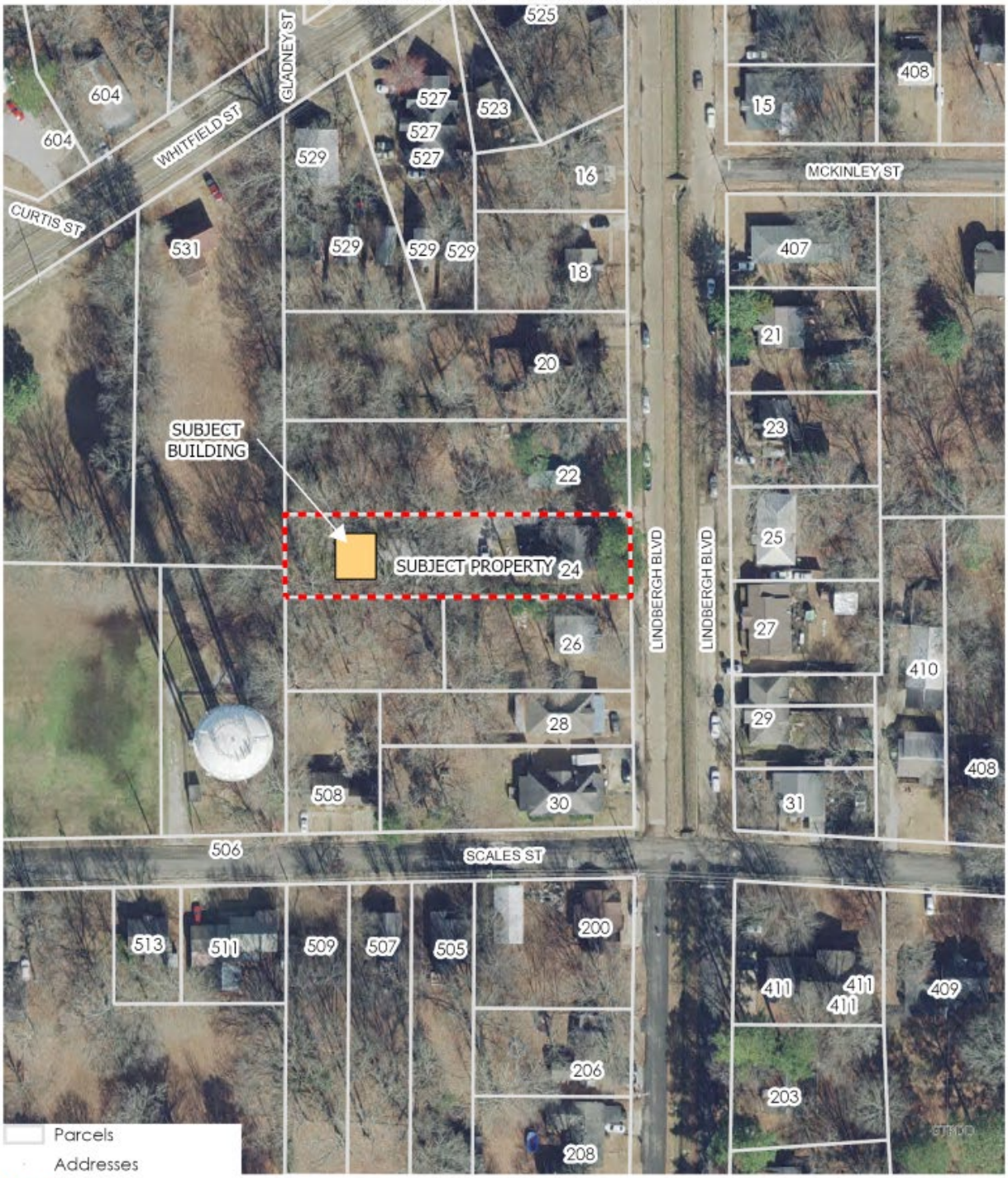
As of this date, the Planning Office has received one email requesting information about the request.

CONDITIONS OF APPROVAL

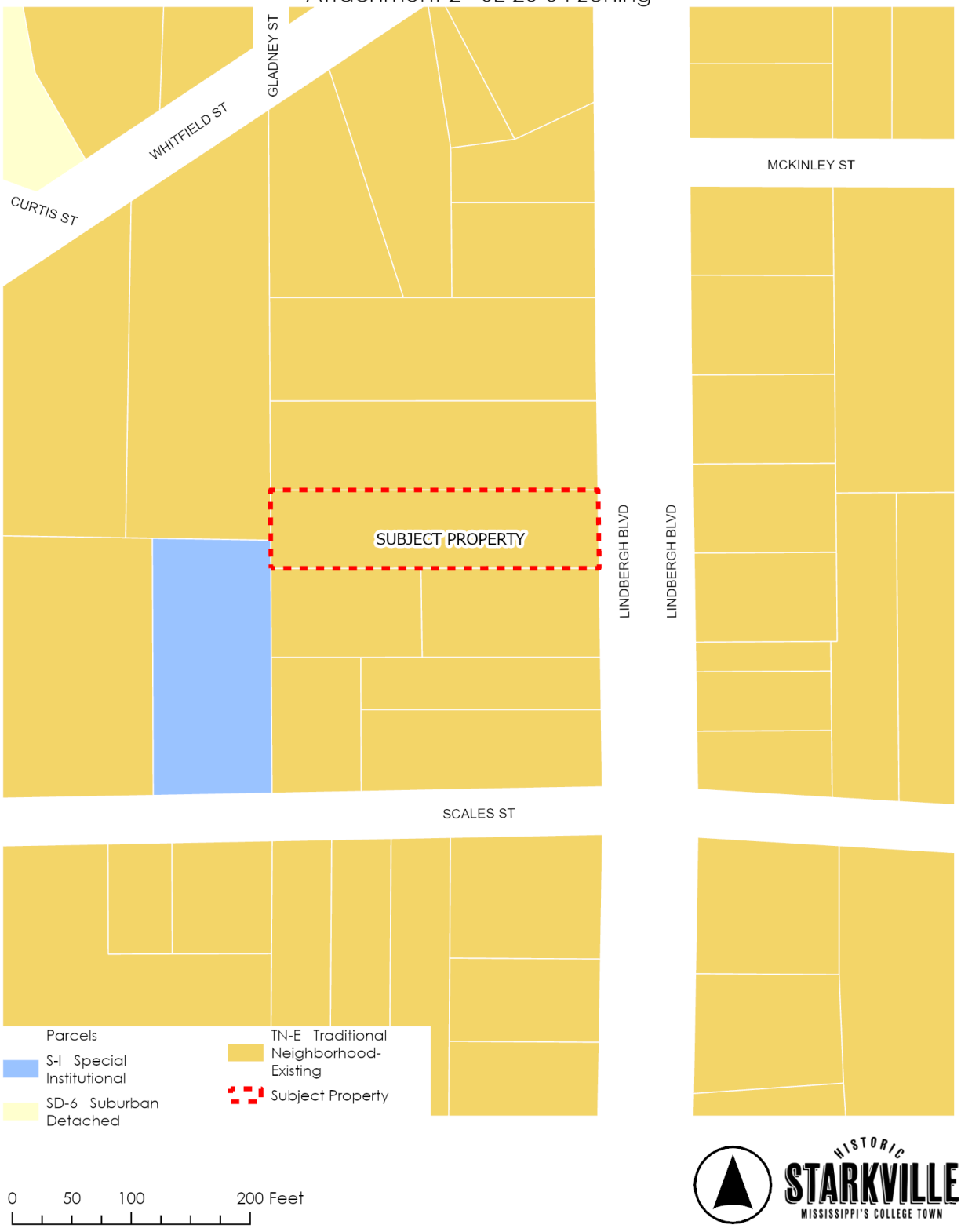
Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J). Staff recommends approval of the Special Exception with the following condition:

1. The maximum square footage for the ADU footprint cannot exceed 70% of the principal structure or 1,068 square feet.

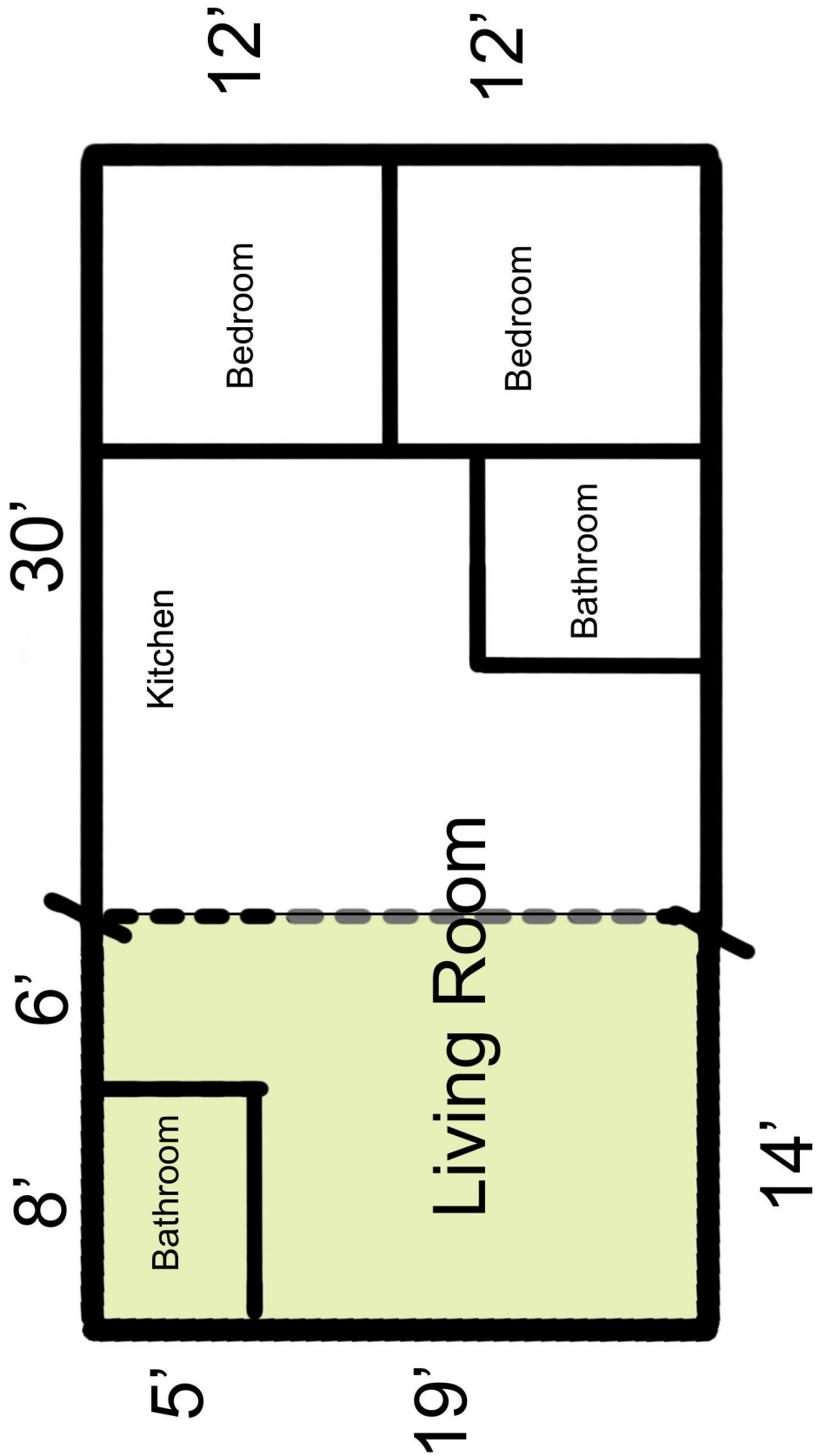
Attachment 1 - SE 26-04 Aerial



Attachment 2 - SE 26-04 Zoning



Attachment 3 – Floor Plan



PUBLIC HEARING AND CONSIDERATION OF SE 26-05 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 760 EAST LEE BOULEVARD WITHIN A SD-2 ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 26-05 a request for Special Exception to allow for an Accessory Dwelling Unit at 760 East Lee Boulevard within a SD-2 zoning district.

This is a Special Exception request by Trace Kinard on behalf of Harold McGarrh for a special exception to allow an accessory dwelling unit (ADU) at 760 East Lee Boulevard within a SD-2 zoning district with the property 117P-36-035.00.

The applicant is requesting a Special Exception to allow for the basement of an addition to be used as an Accessory Dwelling Unit (ADU). The applicant proposes utilizing the basement level of a rear addition, currently under construction, as an internal ADU. The proposed ADU will be approximately 830 square feet in size and will be fully contained within the footprint of the principal dwelling. The unit will have a separate exterior entrance located at the rear of the structure and will not have an internal connection to the primary dwelling unit. The configuration is studio-style space with one large room that serves as a bedroom and living area with a full bath.

Section 13.5.2 also establishes that an ADU footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less. The proposed ADU is approximately 830 square feet and therefore exceeds 600 square feet. However, the ADU is entirely internal to the principal structure and does not increase building footprint, lot coverage, or building mass on the site.

Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.2 of the Unified Development Code, staff recommends approval.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 11 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 22, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received one email requesting information about the request.

At the March 10, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

Alderman Brooks asked was this special exception needed because of the request of 830 sq. ft versus 600 sq ft. Mr. Havelin explained it was a complete separate unit, and it makes it unique because it is inside the footprint of the building.

Harold Montgomery noted this is their secondary home and likely in the future it will become their primary residence and they were trying to get the house how they want it before the transition.

Mayor Spruill opened the Public Hearing to the public.

There being no comments, the Mayor closed the Public Hearing.

35. CONSIDERATION OF SE 26-05 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 760 EAST LEE BOULEVARD WITHIN A SD-2 ZONING DISTRICT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Sistrunk, and adopted by the Board to approve SE 26-05 a request for special exception to allow for an accessory dwelling unit at 760 East Lee Boulevard within a sd-2 zoning district. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To:	Members of the Planning & Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject:	Public Hearing and consideration of SE 26-05 a request for Special Exception to allow for an Accessory Dwelling Unit at 760 East Lee Boulevard within a SD-2 zoning district.
Date:	March 10, 2026

The purpose of this report is to provide information regarding a Special Exception request by Trace Kinard on behalf of Harold McGarrh for a special exception to allow an accessory dwelling unit (ADU) at 760 East Lee Boulevard within a SD-2 zoning district with the property 117P-36-035.00. Please see attachments 1- 6.

BACKGROUND INFORMATION

The applicant is requesting a Special Exception to allow for the basement of an addition to be used as an Accessory Dwelling Unit (ADU). The applicant proposes utilizing the basement level of a rear addition, currently under construction, as an internal ADU. The proposed ADU will be approximately 830 square feet in size and will be fully contained within the footprint of the principal dwelling. The unit will have a separate exterior entrance located at the rear of the structure and will not have an internal connection to the primary dwelling unit. The configuration is studio-style space with one large room that serves as a bedroom and living area with a full bath.

The property is in an SD-2 zoning district. The Use Chart in Section 13.3 of the Unified Development Code identifies "Dwelling, Accessory Unit" as a use that requires a Special Exception.

Section 13.5.2 also establishes that an ADU footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less. The proposed ADU is approximately 830 square feet and therefore exceeds 600 square feet. However, the ADU is entirely internal to the principal structure and does not increase building footprint, lot coverage, or building mass on the site. The UDC does not explicitly distinguish between detached accessory dwelling units and internal accessory dwelling units. Because the footprint limitation references building footprint and is situated within accessory structure regulations, staff interprets the limitation as primarily regulating detached accessory structures that increase the physical footprint on a lot.

Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.2 of the Unified Development Code, staff recommends approval of Special Exception SE 26-05 to allow an ADU at 760 East Lee Boulevard within a SD-2 zoning district, subject to compliance with all applicable provisions of the Unified Development Code.

Section 13.5.2 Dwelling, Accessory Unit

A. Definition: A residential structure containing one (1) dwelling unit that is auxiliary to the principal dwelling unit(s) on the same lot and that have an independent means of entry into the dwelling unit. This includes, but is not limited to dwelling units in guest houses, pool houses, carriage houses, and garage apartments above or beside a garage. An accessory structure shall be considered an accessory dwelling if it includes all of the following: kitchen area, full bathroom, electricity, and is heated or cooled.

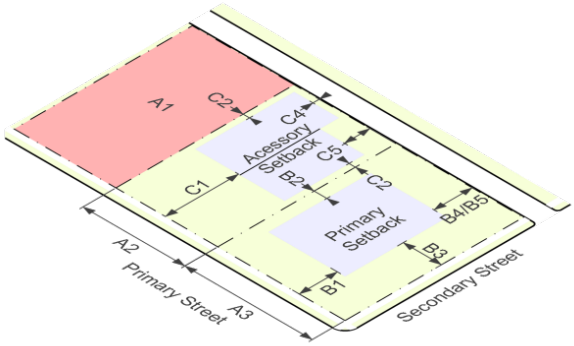
B. Parking: One (1) parking space per bedroom for all new construction.

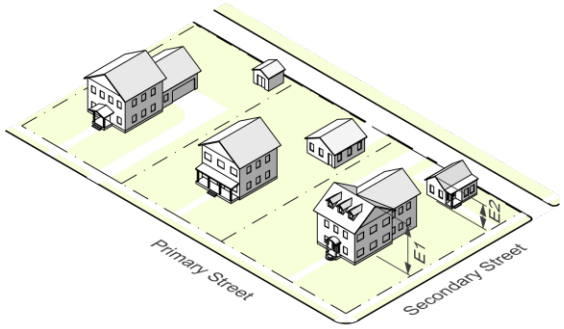
C. Loading: Loading/unloading areas accommodating delivery of materials to and from the premises are not permitted or required.

D. Additional Standards:

1. An accessory dwelling unit footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less.
2. There can be no more than two (2) bedrooms per accessory dwelling unit and only one (1) accessory dwelling unit per lot.
3. An accessory dwelling unit must be a complete living space with both kitchen and bathroom facilities.
4. No more than two adults may reside in an accessory dwelling unit.
5. The design of the accessory dwelling unit shall be in harmony with the principal dwelling in regards to massing, materials, and location.
6. A home occupation is allowed within an accessory dwelling with proper approvals.
7. See zoning district general provisions for density requirements and other standards.
8. See zoning district base dimensional standards for location, setbacks, and height requirements.

Section 6.3.4. Base Dimensional Standards





Detached and Attached Duplex Dwelling	
A. Lot Dimensions	**TN-E**
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Principal Building Setbacks	**TN-E**
B1 Front setback	15' or see infill standards
B. Principal Building Setbacks (cont.)	**TN-E**
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	15' or see infill
B4 Rear setback (min.)	15'
B5 Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	**TN-E**
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min ***existing structure is +/-20'***
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure ***existing structure is +/-39'***
C5 Rear setback adjacent to alley for garages (min.)	15'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	**TN-E**
D1 From primary street	See infill standards
E. Height	**TN-E**
E1 Principal building(s) (max)	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	**TN-E**
F1 Street-facing primary entrance along street	yes

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

1. **Site Suitability**: The proposed expansion remains subordinate in scale to the principal dwelling and meets required SD-2 setbacks. The lot provides adequate area for the addition and the proposed use.
2. **Traffic**: The addition represents a modest increase in residential intensity. Required off-street parking can be accommodated on site.
3. **Immediate Neighborhood Impact**: The ADU is located behind the principal structure and does not alter the streetscape or introduce incompatible uses.
4. **Availability of Public Services**: The property is served by water, sewer, electricity, police, and fire protection.
5. **Site Plan:** Not Required
6. **Impact on Property Values**: Compatible accessory units support housing flexibility and neighborhood stability.
7. **Consistency with Comprehensive Plan:** The Comprehensive Plan supports context-sensitive infill and housing diversity within established neighborhoods.
8. **Additional Standards:** The request meets all applicable standards.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance n and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 11 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 22, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received one email requesting information about the request.

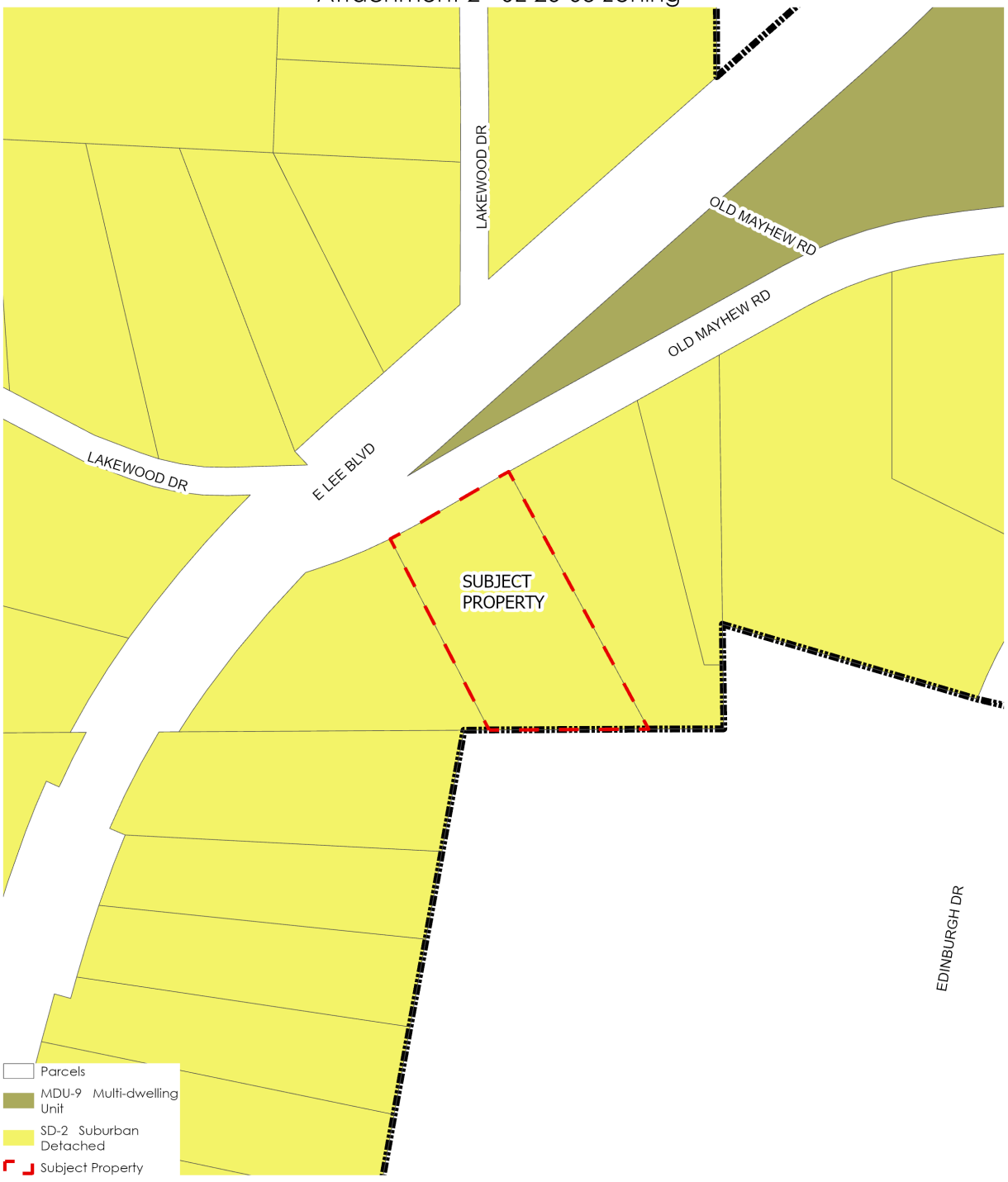
CONDITIONS OF APPROVAL

Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J). Staff recommends approval of the Special Exception.

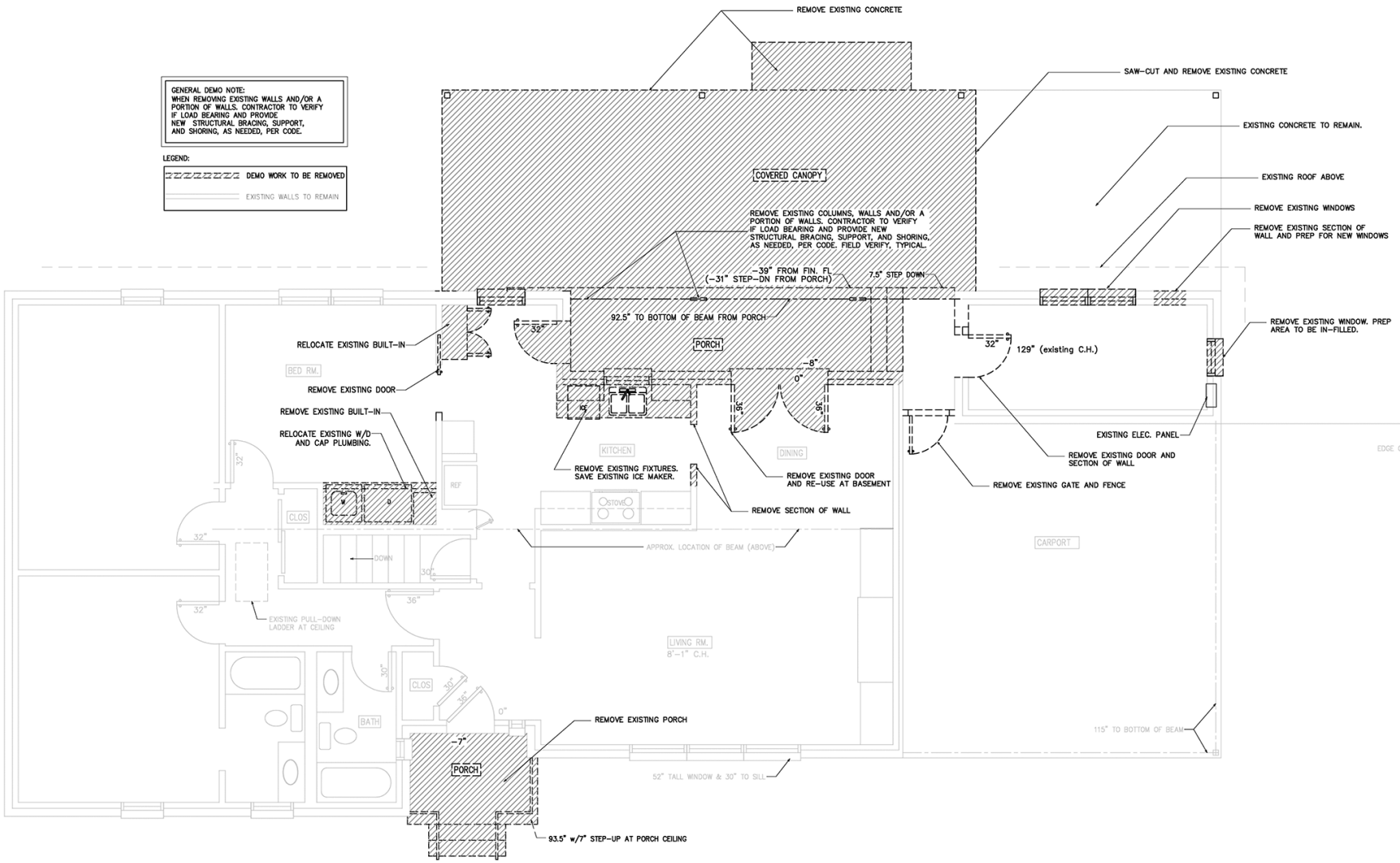
Attachment 1- SE 26-03 Aerial

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 2 - SE 26-03 Zoning



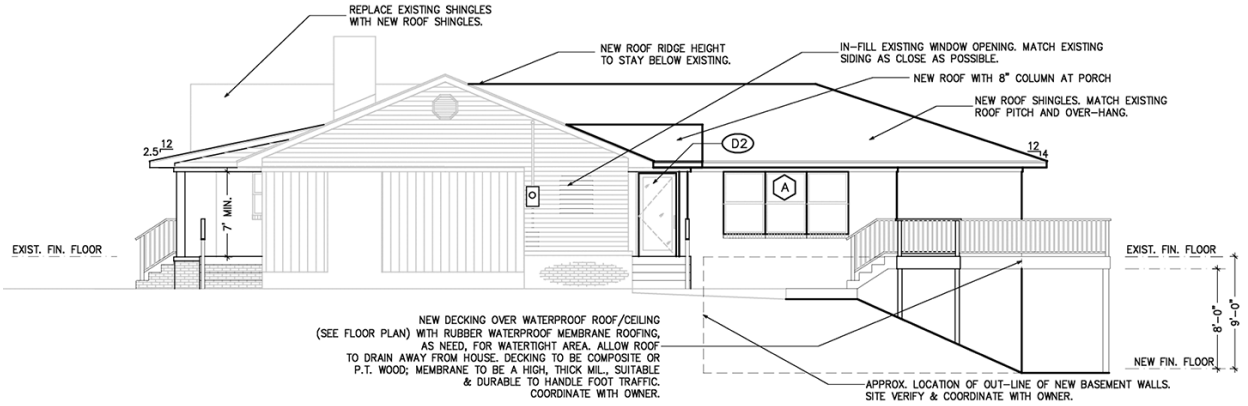
HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN



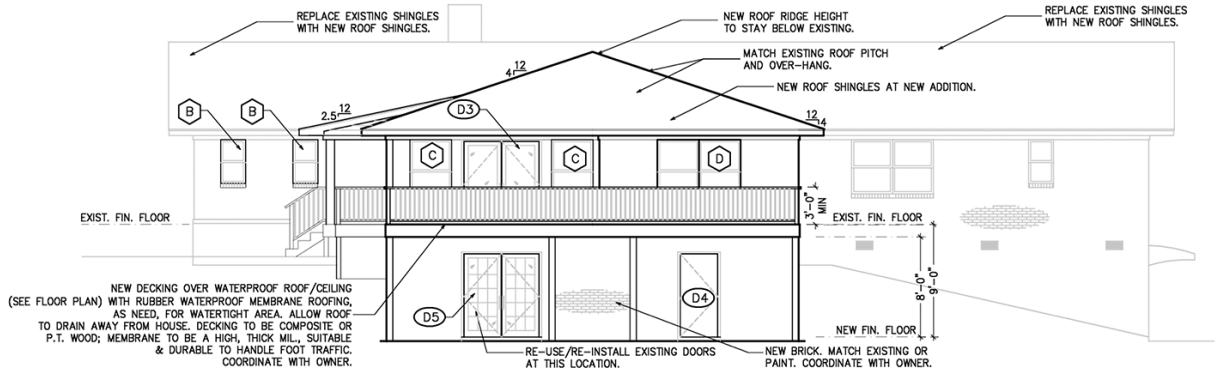
2 DEMO/EXISTING FLOOR PLAN
A-1 Scale: 1/4"=1'-0"

Attachment 3- Existing Floor Plan

Attachment 4- Proposed Elevations

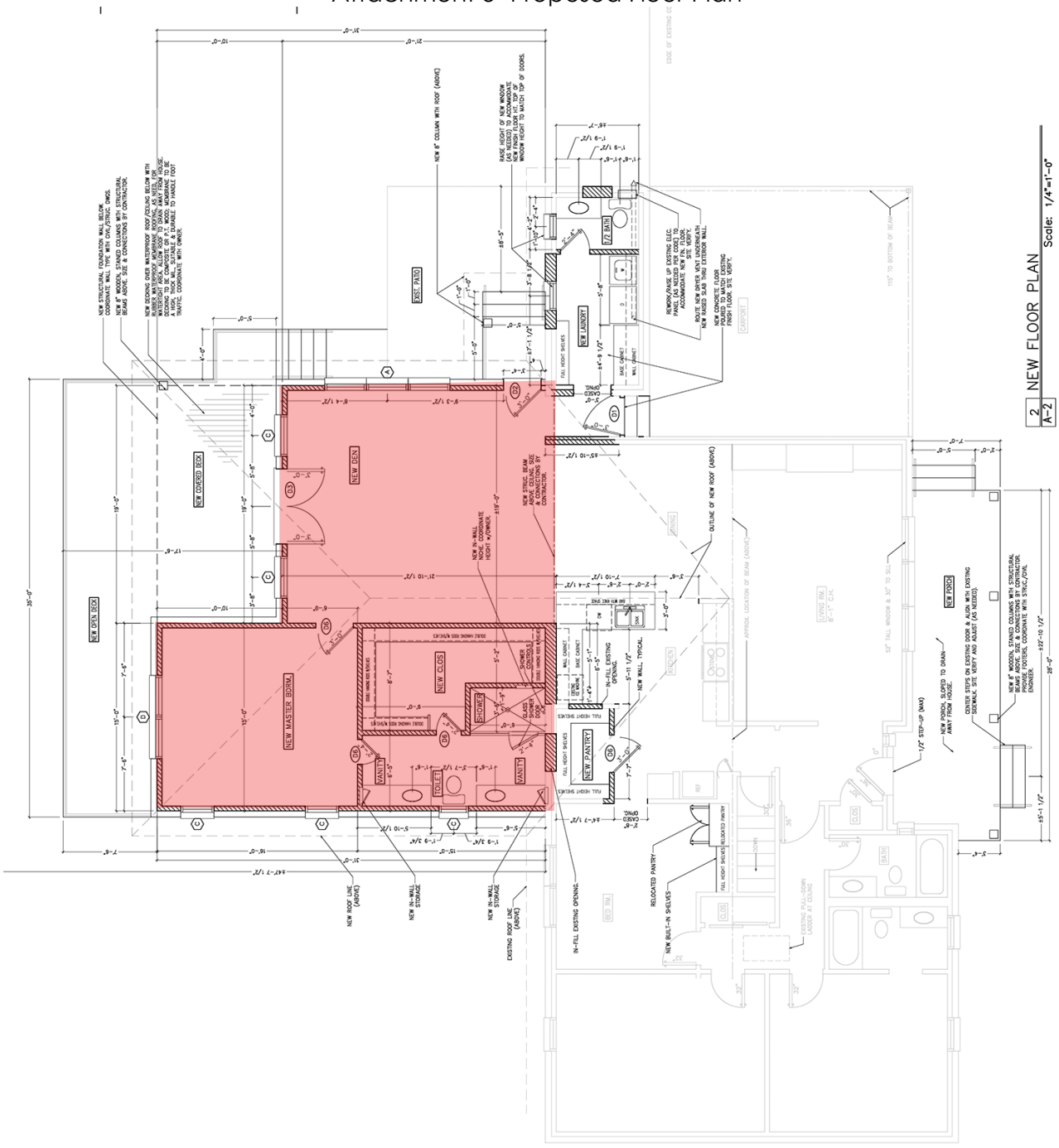


2 NEW RIGHT-SIDE ELEVATION
A-1 Scale: 1/8"=1'-0"

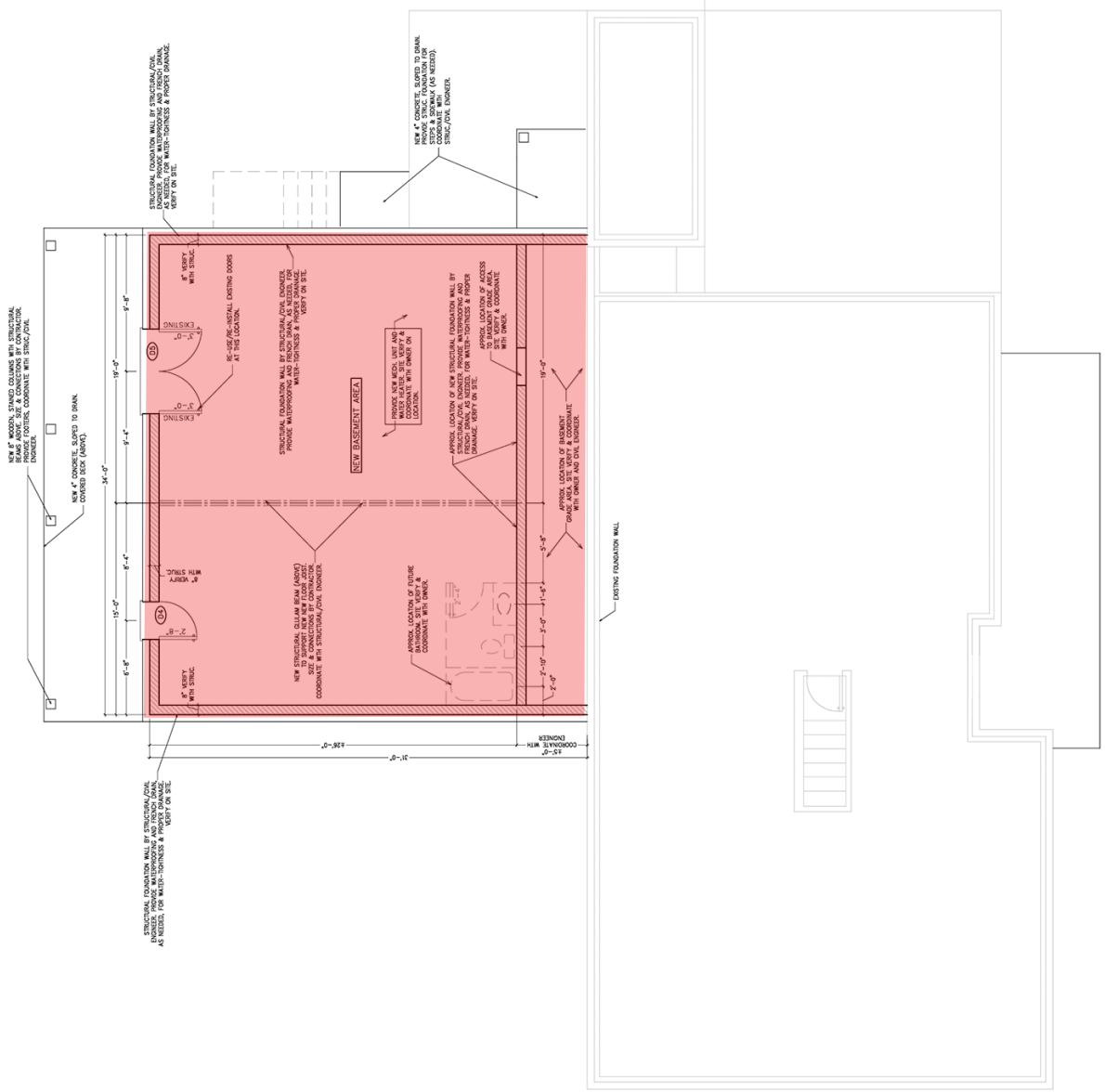


4 NEW REAR ELEVATION
A-1 Scale: 1/8"=1'-0"

Attachment 5- Proposed Floor Plan



Attachment 6- Proposed Basement Floor Plan



2 NEW BASEMENT FLOOR PLAN
A-4
Scale: 1/4"=1'-0"

PUBLIC HEARING AND CONSIDERATION OF SE 26-06 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW TWO DUPLEXES, ONE ON EACH OF THE TWO LOTS, LOCATED ON THE NORTH SIDE OF WARE STREET APPROXIMATELY 98 FEET TO THE EAST OF 204 WARE STREET WITHIN A TN-E ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 26-06 a request for Special Exception to allow two duplexes, one on each of the two lots, located on the north side of Ware Street approximately 98 feet to the East of 204 Ware Street within a TN-E zoning district.

This is a Special Exception request by Charles Prewitt to allow for two Dwelling, Attached Duplexes. The request is for one duplex on each of the two lots. The subject properties are located on the north side of Ware Street approximately 98 feet to the East of 204 Ware Street within a TN-E zoning district with the property numbers 118P-00-128.00 and 118P-00-127.00. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Attached Duplex" in a TN-E zoning district.

The applicant has been previously approved on November 4, 2025, for a duplex on the lot directly to the east of parcel 188P-00-128.00. Attachment 3 shows the previously approved lot in green and the two lots in review in red. This site plan is conceptual in nature and is not tied to approval of this request. The site plan will need to meet all requirements of the UDC for that zoning, use, and development type. Additional processes such as a minor subdivision plat may be required depending on the development layout.

There are several requirements in Section 13.5.3 related to the appearance of the duplex. On the conceptual site plan on Attachment 3, each unit is shown as having only one street facing main entrance and the massing is generally compatible with the existing neighborhood. The layout will be formally reviewed during permit review for complete compliance with Section 13.5.3.

Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.2 of the Unified Development Code, staff recommends approval.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 21, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response to the notifications.

At the March 10, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

Alderman Brooks asked on the last duplex that was brought to the Board was an issue on the design on the parking and not the use. Mr. Havelin confirmed and said they had brought

forth a special exception for the use and a variance on the site plan they were proposing. Mr. Havelin stated the variance was ultimately denied and the special exception was approved.

Charles Prewitt noted that his grandparents lived on the middle lot and he had family that lived on the north side of the 100 block of Ware Street. This location was like home to him.

Mayor Spruill opened the Public Hearing to the public.

There being no comments, the Mayor closed the Public Hearing.

36. CONSIDERATION OF SE 26-06 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW TWO DUPLEXES, ONE ON EACH OF THE TWO LOTS, LOCATED ON THE NORTH SIDE OF WARE STREET APPROXIMATELY 98 FEET TO THE EAST OF 204 WARE STREET WITHIN A TN-E ZONING DISTRICT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Pochop, and adopted by the Board to approve SE 26-06 a request for special exception to allow two duplexes, one on each of the two lots, located on the north side of Ware Street approximately 98 feet to the east of 204 Ware Street within a TN-E zoning district. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of SE 26-06 a request for Special Exception to allow two duplexes, one on each of the two lots, located on the north side of Ware Street approximately 98 feet to the East of 204 Ware Street within a TN-E zoning district.
Date: March 10, 2026

The purpose of this report is to provide information regarding a Special Exception request by Charles Prewitt to allow for two Dwelling, Attached Duplexes, one on each of the two lots. The subject properties are located on the north side of Ware Street approximately 98 feet to the East of 204 Ware Street within a TN-E zoning district with the property numbers 118P-00-128.00 and 118P-00-127.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to build two duplex dwellings. The request is for one duplex on each of the two lots. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Attached Duplex" in a TN-E zoning district. The proposed use does require the construction of a new building or major modification to an existing building or site. Therefore, the request will be reviewed as a Special Exception. Section 3.4 of the Unified Development Code also requires that the Special Exception meets the additional standards for that use.

The applicant has been previously approved on November 4, 2025, for a duplex on the lot directly to the east of parcel 188P-00-128.00. Attachment 3 shows the previously approved lot in green and the two lots in review in red. This site plan is conceptual in nature and is not tied to approval of this request. The site plan will need to meet all requirements of the UDC for that zoning, use, and development type. Additional processes such as a minor subdivision plat may be required depending on the development layout.

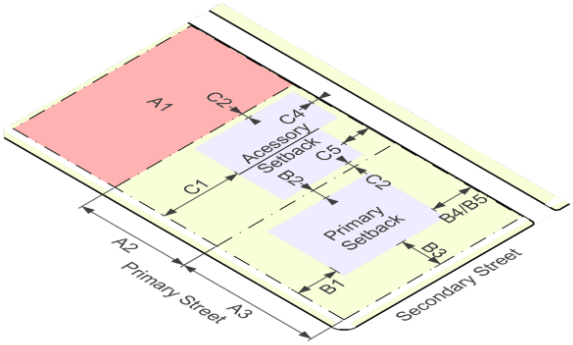
There are several requirements in Section 13.5.3 related to the appearance of the duplex. On the conceptual site plan on Attachment 3, each unit is shown as having only one street facing main entrance and the massing is generally compatible with the existing neighborhood. The layout will be formally reviewed during permit review for complete compliance with Section 13.5.3.

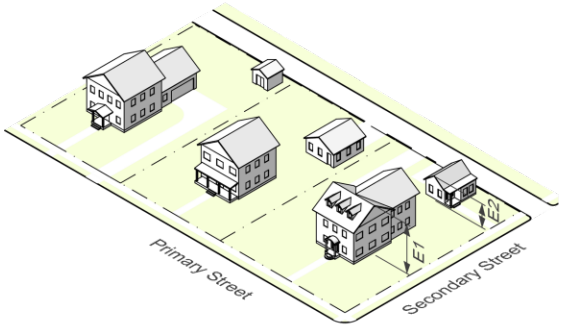
Based on the analysis of the criteria contained in Section 3.4.1 and the standards in Section 13.5.3 of the Unified Development Code, staff recommends approval of Special Exception SE 26-06 to allow two attached duplex dwellings, one on each lot, located on the north side of Ware Street within the TN-E zoning district, subject to compliance with all applicable provisions of the Unified Development Code.

13.5.3 Dwelling, Attached Duplex

1. **Definition:** A residential structure containing two dwelling units within one (1) structure that are either vertically or horizontally integrated.
2. **Parking:**
    1. One (1) parking space per bedroom for all new construction.
    2. See zoning district base dimensional standards for parking location and setback requirements.
3. **Loading:** Loading/unloading areas accommodating delivery of materials to and from the premises are not permitted or required.
4. **Additional Standards:**
    1. Duplexes must have an architectural appearance and massing like a large single unit home common to the neighborhood in which they are located.
    2. For proposed new developments in the traditional neighborhood-new zoning district, up to fifteen percent (15%) of proposed building types may be attached duplexes.
    3. The main entrance to a duplex shall be accessed directly from and face the street. Each ground floor unit must be accessed through a single main entrance except in TN-N districts. Second story units may be accessed through the main entrance or by an exterior stairway that does not face a public street. Duplexes on corner lots shall be designed so that each side facing the public street is a front facade.
    4. In districts where a special exception is required, a maximum of three (3) bedrooms per unit is allowed unless a fourth (4th) bedroom is approved as part of the special exception application. A maximum of four (4) bedrooms per unit is allowed in all zoning districts where permitted.
    5. See zoning district general provisions for density requirements and other standards.
    6. See zoning district base dimensional standards for location, setbacks, and height requirements.

Section 6.3.4. Base Dimensional Standards





Detached and Attached Duplex Dwelling	
A. Lot Dimensions	**TN-E**
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Principal Building Setbacks	**TN-E**
B1 Front setback	15' or see infill standards
B. Principal Building Setbacks (cont.)	**TN-E**
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	15' or see infill
B4 Rear setback (min.)	15'
B5 Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	**TN-E**
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	15'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	**TN-E**
D1 From primary street	See infill standards
E. Height	**TN-E**
E1 Principal building(s) (max)	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	**TN-E**
F1 Street-facing primary entrance along street	yes

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

1. **Site Suitability**: Each subject parcel exceeds the minimum lot size requirement of 5,500 square feet per unit established in Section 6.3.4 for attached duplex dwellings in the TN-E zoning district. The lots provide adequate area for development, required setbacks, and off-street parking
2. **Traffic**: The proposed development would result in four dwelling units across two lots. This level of residential intensity is consistent with development patterns anticipated within the TN-E zoning district and is not expected to create a serious hazard or nuisance to surrounding traffic conditions
3. **Immediate Neighborhood Impact**: Duplex structures in the TN-E district are required to maintain architectural massing and appearance similar to large single-family homes. The proposed development will be required to comply with these standards at the time of building permit review, ensuring compatibility with the surrounding neighborhood.
4. **Availability of Public Services**: The property is served by existing municipal water, sewer, police protection, and fire protection services. No extension of major public infrastructure is required.
5. **Site Plan:** Section 3.9.2.A of the Unified Development Code states that site plan approval is not required for single-lot detached dwellings or single-lot attached

duplex dwellings. Because each proposed duplex will be located on its own lot, the development qualifies for this exemption

6. **Impact on Property Values**: Duplex dwellings are an allowed use within the TN-E district through the Special Exception process. When designed in accordance with architectural compatibility standards, they function as context-sensitive residential infill and are not expected to negatively impact surrounding property values.
7. **Consistency with Comprehensive Plan:** The Comprehensive Plan supports context-sensitive infill and housing diversity within established neighborhoods.
8. **Additional Standards:** Floor plans submitted by the applicant indicate that each dwelling unit contains no more than three bedrooms, which complies with Section 13.5.3 of the Unified Development Code. Ultimately the number of bedrooms will be determined by the availability of on-site parking.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance n and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 21, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response to the notifications.

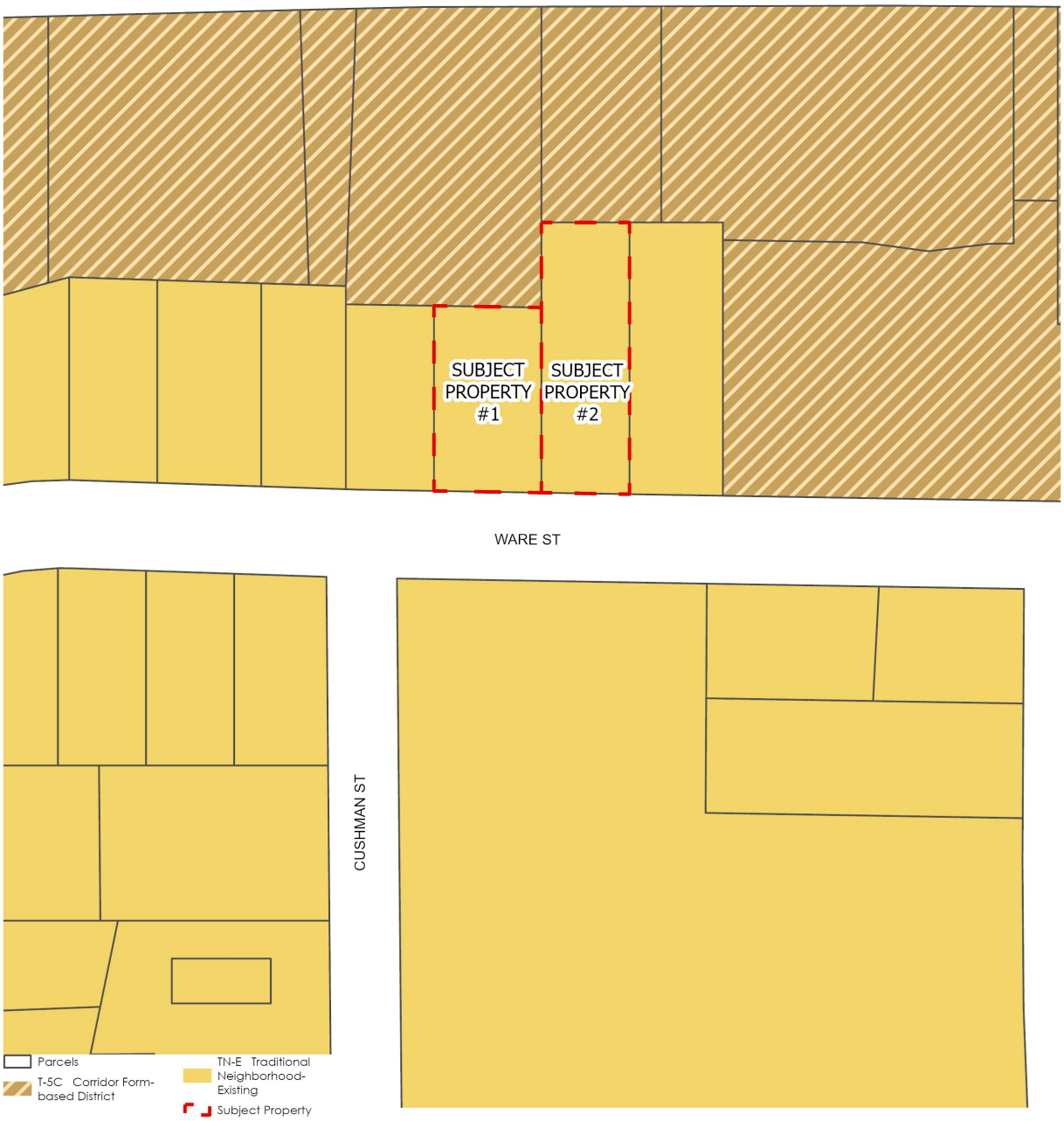
CONDITIONS OF APPROVAL

Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

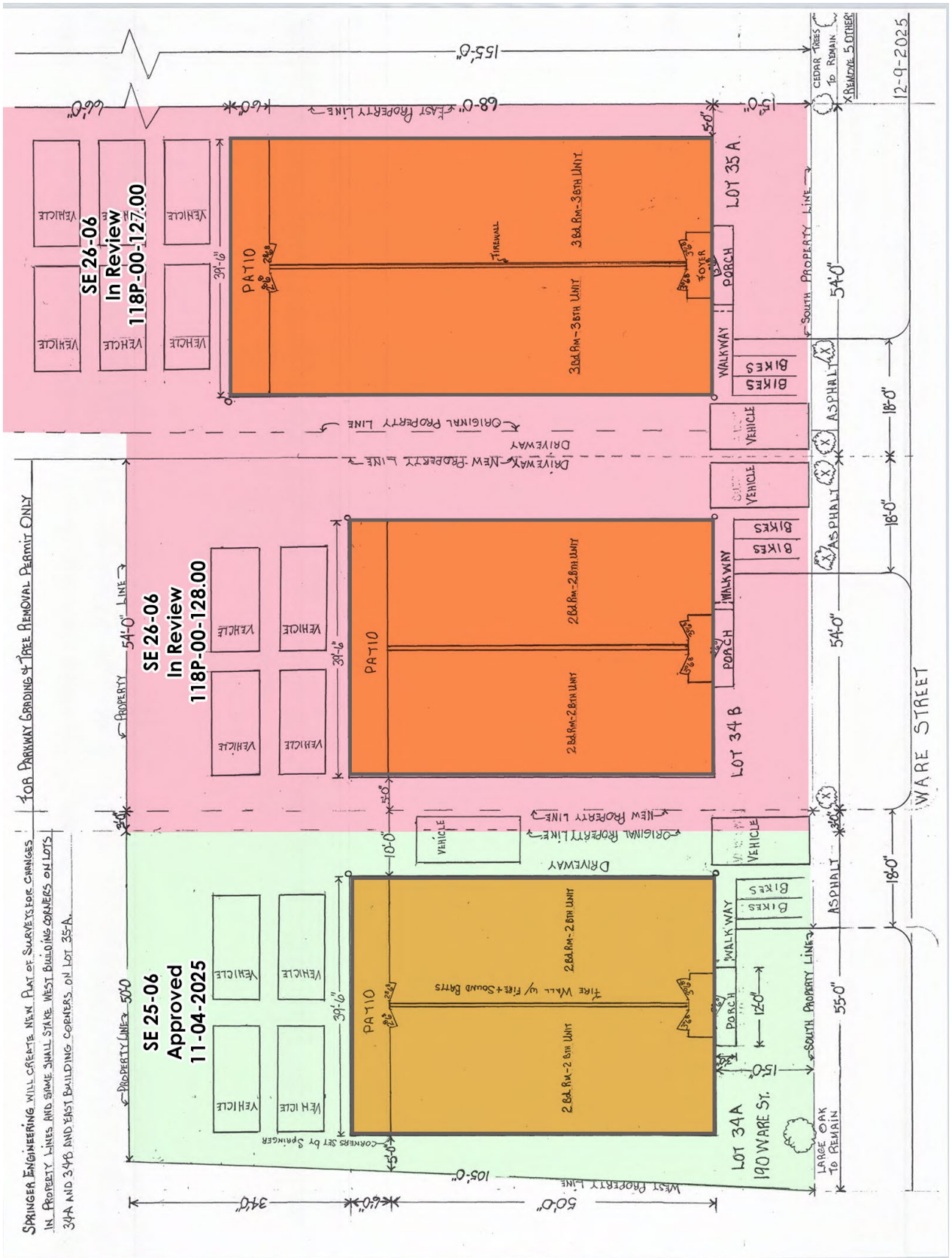
Attachment 1- SE 26-04 Aerial

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 2- SE 26-04 Zoning



Attachment 3- Site Plan



PUBLIC HEARING AND CONSIDERATION OF UE 26-01 A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE EXPANSION OF A LEGAL NON-CONFORMING USE OF A WAREHOUSING, DISTRIBUTION, & WHOLESALE SERVICES AS PART OF THE GLO COMPANIES EXISTING OPERATIONS AT 1091 STARK ROAD WITHIN A CN ZONING DISTRICT.

Community Planner Daniel Havelin presented UE 26-01 a request for Use Exception to allow for the expansion of a legal non-conforming use of a Warehousing, Distribution, & Wholesale Services as part of the Glo Companies existing operations at 1091 Stark Road within a CN zoning district.

This is a Use Exception by Vibe LLC to allow the expansion of an existing Warehousing, Distribution, and Wholesale Services use associated with Glo Companies located at 1091 Stark Road. The subject property is located within the CN (Commercial Neighborhood) zoning district and is identified as parcel numbers 103H-00-001.00 and 103H-00-002.00. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Attached Duplex" in a TN-E zoning district.

Prior to the adoption of the UDC in December 2019, the property was zoned C2 (General Commercial), where Warehousing and Distribution was a permitted use. Because the use was established before the adoption of the current UDC, it qualifies as a legal nonconforming use.

Section 3.17.2 of the UDC defines a legal nonconforming use as a use that was lawfully established before the adoption of the current zoning regulations but does not conform to the current zoning district requirements. Section 3.17.2.A states that any expansion of a nonconforming use must be reviewed through the Use Exception process.

Based on the evidence provided by the applicant and the analysis of the approval criteria in Section 3.5.1 of the Unified Development Code, staff finds that the proposed expansion of the legal nonconforming use is reasonable and compatible with the surrounding area.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 21, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response to the notifications.

At the March 10, 2026, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

Jeffery Rupp stated he would be happy to answer any questions about the request. Alderman Brooks noted that they would be adding a dog park for the employee pets. Mr. Rupp said there would be at least 6 dogs at the Rex Theater.

Mayor Spruill opened the Public Hearing to the public.

There being no comments, the Mayor closed the Public Hearing.

37. CONSIDERATION OF UE 26-01 A REQUEST FOR USE EXCEPTION TO ALLOW FOR THE EXPANSION OF A LEGAL NON-CONFORMING USE OF A WAREHOUSING, DISTRIBUTION, & WHOLESALE SERVICES AS PART OF THE GLO COMPANIES EXISTING OPERATIONS AT 1091 STARK ROAD WITHIN A CN ZONING DISTRICT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, and adopted by the Board to approve of UE 26-01 a request for use exception to allow for the expansion of a legal non-conforming use of a warehousing, distribution, & wholesale services as part of the Glo companies existing operations at 1091 Stark Road within a CN zoning district. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of UE 26-01 a request for Use Exception to allow for the expansion of a legal non-conforming use of a Warehousing, Distribution, & Wholesale Services as part of the Glo Companies existing operations at 1091 Stark Road within a CN zoning district.
Date: March 10, 2026

The purpose of this report is to provide information regarding a request for a Use Exception by Vibe LLC to allow the expansion of an existing Warehousing, Distribution, and Wholesale Services use associated with Glo Companies located at 1091 Stark Road. The subject property is located within the CN (Commercial Neighborhood) zoning district and is identified as parcel numbers 103H-00-001.00 and 103H-00-002.00. Please see attachments 1-3.

BACKGROUND INFORMATION

The applicant is requesting a Use Exception to allow the expansion of an existing Warehousing, Distribution, and Wholesale Services use. Under the current Unified Development Code (UDC), this use is listed as not permitted in the CN zoning district according to the Use Chart in Section 13.3.

Prior to the adoption of the UDC in December 2019, the property was zoned C2 (General Commercial), where Warehousing and Distribution was a permitted use. Because the use was established before the adoption of the current UDC, it qualifies as a legal nonconforming use.

The applicant provided documentation demonstrating that the use began operating at the site in January 2018. Supporting materials include a letter from the building owner, shipping invoices, purchase orders, commercial account records, and geo-tagged photographs taken prior to December 2019.

Section 3.17.2 of the UDC defines a legal nonconforming use as a use that was lawfully established before the adoption of the current zoning regulations but does not conform to the current zoning district requirements. Section 3.17.2.A states that any expansion of a nonconforming use must be reviewed through the Use Exception process.

The existing structure and site features are also considered legal nonconforming elements. Sections 3.17.3 and 3.17.4 allow the continuation of nonconforming structures and site features unless the cost of repair or modification exceeds 50 percent of the structure's replacement value. At this time, these provisions are not triggered by the proposed request.

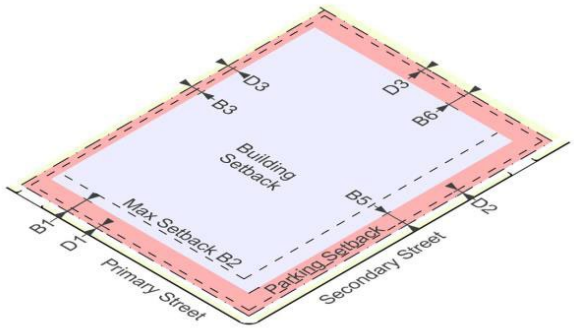
Based on the evidence provided by the applicant and the analysis of the approval criteria in Section 3.5.1 of the Unified Development Code, staff finds that the proposed expansion of the legal nonconforming use is reasonable and compatible with the surrounding area.

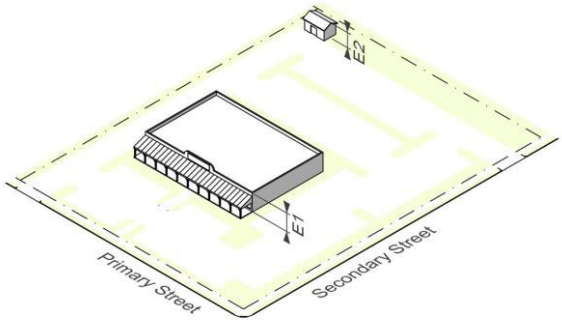
Staff therefore recommends approval of Use Exception UE-26-01 allowing the expansion of the existing Warehousing, Distribution, and Wholesale Services use located at 1091 Stark Road, subject to compliance with all applicable provisions of the Unified Development Code.

13.8.12 Warehouse, Distribution, And Wholesale Services

A. **Definition:** Industrial scale uses that provide large facilities for the transport, storage, and sale of goods to trade customers, but not the retail public, including but not limited to general freight storage and distribution of goods.
B. **Parking:**
    1. One (1) parking space for each six hundred (600) feet of office space, one (1) parking space for every three thousand (3,000) square feet of additional indoor area, and one (1) space for each vehicle operating from the premises.
    2. An increase or decrease in the required parking may be required or permitted by the City Planner based on the anticipated use.
    3. See zoning district base dimensional standards for parking location and setback requirements.
C. **Loading:** Trucks delivering materials to and from the premises shall not be permitted to unload on the right-of-way.
D. **Additional Standards:**
    1. Parking and storage of operable semi-trucks, trailers, and shipping containers associated with the business shall be allowed.
    2. The use of trailers and shipping containers for storage for more than five (5) contiguous days is not permitted

Section 6.3.4. Base Dimensional Standards





Commercial Use	
A. Lot Dimensions	CN
A1. Lot size (min)	*
A2. Lot width (min)	*
B. Building/Structure Setbacks	CN
B1. Front setback min	15’
B2. Front setback max	30’
B3. Side setback	5’
B4. Side setback adjacent to detached residential	50’
B5. Side setback corner lot	15’
B6. Rear setback	20’
B7. Rear setback adjacent to detached residential	50’
D. Parking Setbacks	CN
D1. From primary street	Behind front wall of primary building
D2. From side street	5’
D3. From side and rear property line	5’
D4. From side and rear property line adjacent to detached residential	See buffer yard requirements
E. Height	CN
E1. Principal building(s) (max)	30’, 2 story
E2. Accessory structures(s) (max)	15’, 1 story
F. Pedestrian Access	CN
F1. Street-facing primary entrance along street	yes
F2. Sidewalk connection to street from each entrance	yes
*lots must be of a sufficient size to accommodate the proposed use and meet all subsequent development standards	
**see use chart and additional standards	

CRITERIA FOR USE EXCEPTION REVIEW AND APPROVAL (Section 3.5.1)

A. **Site and structure suitability**. The proposed location of the use has adequate space for the use such as but not limited to: parking, available utilities, pedestrian access, vehicle access, loading areas, building size, building type, etc.
B. **Traffic**. There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the addition of the proposed use to the area.
C. **Immediate neighborhood impact**. There is a public need for the proposed use and the use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
D. **Impact on property values**. The proposed location of the use will not cause or contribute to a decline in property values of surrounding properties.
E. **Consistency with Comprehensive Plan**. The proposed use exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
F. **Additional standards**. All associated additional standards for the proposed use have been adequately provided for on the site plan.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

1. **Site and structure suitability.** The subject property currently contains a commercial structure used for warehousing and distribution activities associated with the Glo Companies. The site has existing building space, utilities, and vehicle access capable of supporting the continued operation and expansion of the use. The property appears to have adequate space for parking, loading, and circulation associated with the use.
2. **Traffic.** The proposed request involves the expansion of an existing operation that has been active on the property since 2018. Because the use is already established, staff does not anticipate that the expansion will create undue nuisance or significant hazards to pedestrian or vehicular traffic in the surrounding area.
3. **Immediate neighborhood impact.** The surrounding area contains a mix of commercial and service-related uses along Stark Road. The expansion of an existing warehousing and distribution operation is not expected to introduce impacts beyond those typically associated with commercial activity. Staff does not anticipate excessive noise, vibration, dust, odors, or other nuisances resulting from the request.
4. **Impact on property values.** Staff is not aware of evidence indicating that the continued operation and expansion of the existing use would cause or contribute to a decline in surrounding property values. The use has operated on the property since 2018 without documented adverse impacts.
5. **Consistency with Comprehensive Plan.** The Comprehensive Plan supports economic development and the continued viability of existing commercial areas. Allowing the reasonable expansion of an established business is consistent with these goals.
6. **Additional standards.** The applicant will be required to comply with all applicable additional standards of Section 13.8.12.D of the UDC.

ABANDONMENT OR DISCONTINUANCE (Section 3.5.3.K)

If a use exception is abandoned, discontinued, or ceases for a continuous period of more than three (3) months, the use exception shall become null and void. The use exception shall only be tied to the applicant for that specific location and/or business and cannot be transferred to another entity or location without reapplication. Any use associated with an approved use exception may continue the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen.

NOTIFICATION

The request was noticed in accordance with Section 3.5.3.E of the Unified Development Code.

1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 21, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response to the notifications.

CONDITIONS OF APPROVAL

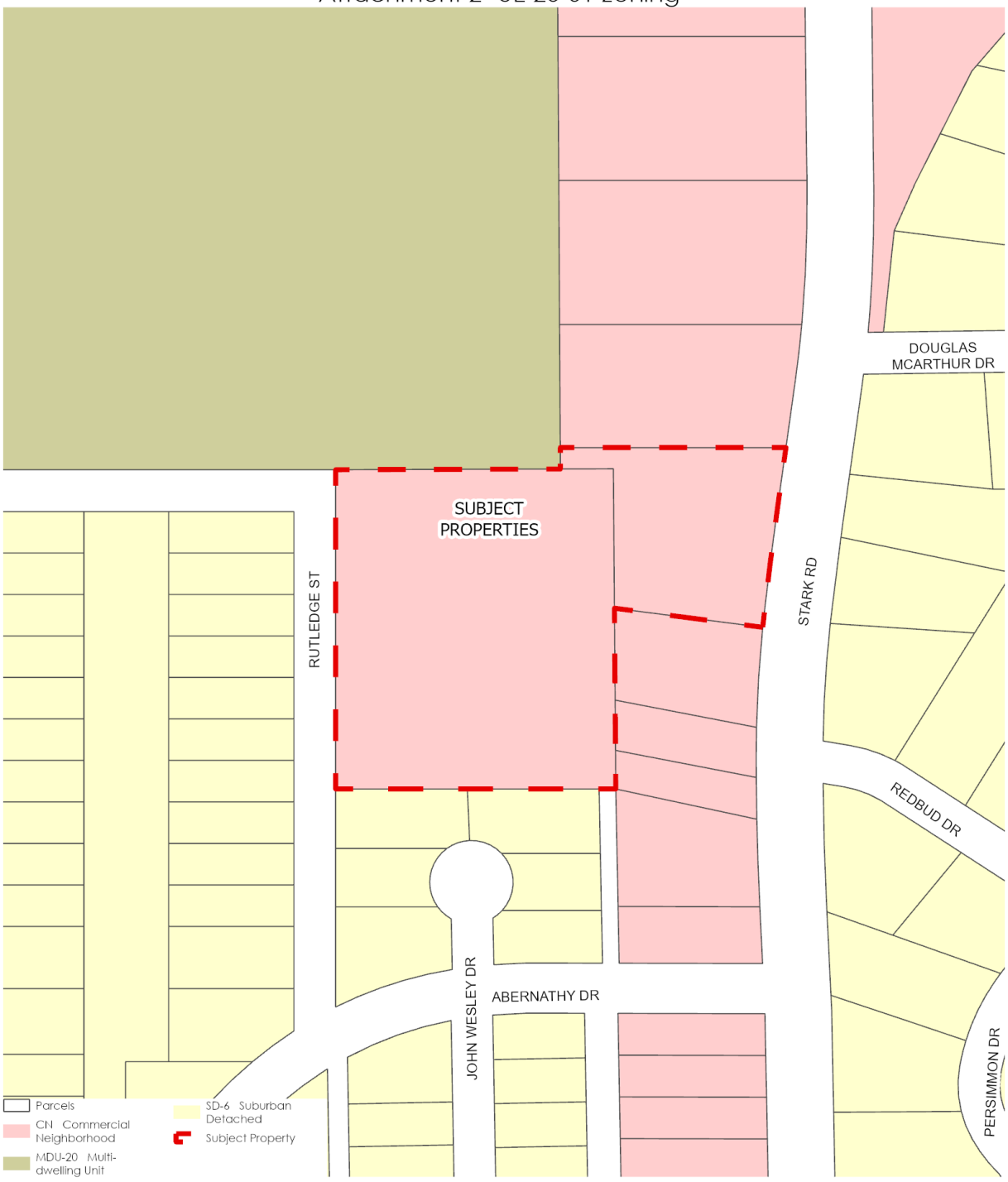
The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a use exception shall run with the applicant for the duration of the use (Section 3.5.3.J).

Attachment 1 -UE 26-01 Aerial

0 50 100 200 Feet

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 2 -UE 26-01 Zoning



USE EXCEPTION APPLICATION

APPLICANT STATEMENT

APPLICANT: Vibe, LLC d/b/a The Glo Companies
APPLICANT CONTACT: Hagan Walker / CEO and Chris Latimer / General Counsel
PROPERTY ADDRESS: 1091 Stark Road, Starkville, MS 39759
PARCEL NUMBERS: 103H-00-001.00 and 103H-00-002.00
REQUESTED USE: 13.8.12 - Warehouse, Distribution, And Wholesale Services
DATE: February 8, 2025

EXECUTIVE SUMMARY

Vibe, LLC d/b/a The Glo Companies respectfully requests a Use Exception to relocate our headquarters, warehouse, and wholesale operations from our current location at 101 W Main Street to 1091 Stark Road in Starkville, Mississippi.

This is not a new business or a new use being introduced to Starkville. The Glo Companies is an established, successful local business that has operated in Starkville since 2019. We have outgrown our current facility and require additional warehouse space to support our continued growth. Rather than relocating outside of Starkville, we are seeking to move our existing operations to a larger, more suitable building that was previously used for similar commercial purposes.

Key Facts:

- Established Starkville business operating since 2016 (10 years!)
- State-registered wholesale merchant (Mississippi Secretary of State, NAICS 423920)
- City-licensed business (Starkville Business License #1922)
- 36 total employees, with approximately 18 at this location
- Products in major retailers including Walmart and Target
- Professional corporate headquarters growing in the city that has supported the company from the very beginning

What We're Requesting:

Permission to relocate our wholesale merchant operations from 101 W Main Street to 1091 Stark Road. This building is well-suited for our needs, has been underutilized for years, and was previously used for similar commercial operations. Our use will activate this property, generate economic activity, and preserve local jobs.

I. COMPANY BACKGROUND & OPERATIONS

A. About The Glo Companies

The Glo Companies is a Starkville-based manufacturer and distributor of innovative children's toys and educational products. Our flagship brand, Glo Pals, produces award-winning light-up sensory toys that are sold through major retailers worldwide.

Company Highlights:

- Founded: 2016 in Starkville, Mississippi
- Headquarters: Currently at 101 W Main Street, Starkville
- Products: Glo Pals light-up bath toys, Light-Up Library interactive books
- Distribution: 60+ countries worldwide
- Major Retail Partners: Walmart, Target, Amazon, specialty toy retailers
- Recognition: Fast Company's #2 Best Workplace for Innovators (2025)
- Team: 36 employees total, approximately 18 at this warehouse location

B. Current Operations at 101 W Main Street

Business Registrations:

Mississippi Secretary of State: The Glo Companies, registered as "Toy and Hobby Goods and Supplies Merchant Wholesalers" (NAICS 423920) at 101 W Main Street (filed January 22, 2025)
Starkville Business License: License #1922 for "Retail Miscellaneous" issued to VIBE LLC at 101 W Main Street (issued January 28, 2025)

Current Operations Include:

- Corporate headquarters and administrative offices
- Wholesale sales to retail partners and trade customers
- Order fulfillment and shipping operations
- Product development and sample storage
- Approximately 18 employees working normal business hours (Monday-Friday, 8:00 AM - 5:00 PM)

C. Why We're Relocating

Business Growth: Our company has experienced significant growth since 2016. We have outgrown our current facility at 101 W Main Street and desperately need additional space for our team, expanding product range, distribution operations, and future growth.

Space Requirements: Our current location cannot accommodate:

- Growing inventory levels as we expand into new retail channels
- Efficient wholesale operations with proper racking and organization
- Adequate shipping/receiving areas for commercial deliveries
- Proper office space for our growing administrative team

Why 1091 Stark Road:

- Building Size: The 30,000 sq ft building provides the warehouse space we need
- Previous Commercial Use: The building was previously used for mercantile/commercial operations

- Availability: The building has sat underutilized for years with limited viable tenant options
- Location: Accessible from Stark Road, a commercial corridor well-suited for our operations
- Affordability: The lease structure makes this financially viable for our growing business

Commitment to Starkville: We are a Starkville company. Our founders live here, our employees live here, and we want to continue growing here. This relocation allows us to stay in Starkville and continue contributing to the local economy.

II. PROPOSED USE AT 1091 STARK ROAD

A. Use Classification

Proposed Use: 13.8.12 - Warehouse, Distribution, And Wholesale Services

UDC Definition (Section 13.8.12): "Industrial scale uses that provide large facilities for the transport, storage, and sale of goods to trade customers, but not the retail public, including but not limited to general freight storage and distribution of goods."

Why This Classification Is Most Suitable (but not perfect):

- It appears the Unified Development Code defines this akin to the new Amazon Distribution Facility in the Industrial Park. We are not, that, however, we also realize that we are not typical inside retail. Our needs are a bit of a hybrid.
- We are officially classified as wholesale, a subclass of retail. Mississippi Secretary of State registers us as "Merchant Wholesalers" (NAICS 423920)
- We believe that our use is much less stringent than the Unified Development Code's definition of Warehouse, Distribution, and Wholesale Services, but it is the most appropriate of the options from which there are to choose. In the below sections, we will detail our use and why it is seemingly perfect for both the city as well as our company.

B. Proposed Activities

What Will Occur at the Stark Road Campus:

1. Corporate Headquarters (Office Functions)

- Administrative offices for executive team, finance, operations, customer service
- Product development and sample review
- Sales and marketing coordination with retail partners
- Approximately 8-10 office employees

2. Wholesale Operations (Primary Function)

- Inbounding and outbounding of finished goods inventory (toys, books, display materials)
- Inventory management and organization using industrial racking
- Quality control and inspection
- Order picking and packing for wholesale and retail orders
- Approximately 5-7 warehouse employees

3. Shipping & Receiving

- Receiving inbound shipments from manufacturing partners
- Outbound shipping to wholesale customers, retailers, distributors
- Scheduled commercial deliveries during business hours
- Typical truck traffic: 2-4 deliveries per week

4. Trade Customer Access

- Occasional visits by wholesale buyers to view product samples and conduct business
- Trade customer visits do occur, especially for regional customers
- Light walk-in consumer traffic, small retail purchasing area

What Will NOT Occur:

- No mass-manufacturing operations (R&D, some packaging assembly)
- No outdoor storage of materials or products
- No heavy industrial processes, chemicals, or hazardous materials
- No late-night or weekend operations

C. Operational Details

Hours of Operation: Monday through Friday, 8:00 AM to 5:00 PM. No weekend operations, no night shifts or 24-hour operations.

Employees: Approximately 18 employees at this location, all arriving/departing during normal commute hours, no shift work or unusual traffic patterns.

Traffic Generation:

- Employee vehicles during morning/evening commute
- 2-4 commercial truck deliveries per week (scheduled during business hours)
- Occasional trade customer visits (minimal - 1-2 per month)
- Light customer walk-in traffic

III. RESPONSE TO USE EXCEPTION CRITERIA FOR 1091 STARK ROAD

A. SITE AND STRUCTURE SUITABILITY

Criterion: *"The proposed location of the use has adequate space for the use such as but not limited to: parking, available utilities, pedestrian access, vehicle access, loading areas, building size, building type, etc."*

The property at 1091 Stark Road is exceptionally well-suited for our wholesale sales and distribution operations. This is not a marginal fit - this building was designed for commercial operations similar to ours.

1. Building Size & Type

Building: ±30,000 square feet of warehouse/commercial space

Adequate for Our Needs:

- Retail / Showroom: As we have now at Rex Theater to accomodate customer sales and customer order pickup

- Warehouse Space: Approximately 22,000 sq ft for stocks of goods, shipping/receiving, quality control
- Room for Growth: Sufficient space to accommodate business growth over the next 3-5 years

Building Characteristics:

- Warehouse-style construction with high ceilings suitable for material handling
- Commercial-grade flooring capable of supporting shipping needs
- Loading dock areas for truck access (existing infrastructure)
- Adequate electrical service for warehouse lighting, office equipment, HVAC - no industrial 480V electrical service. We can't do "industry" here as is.
- Previous commercial use demonstrates building suitability for our operations

2. Parking

The property has existing parking areas with capacity for 15-20 employee vehicles, visitor parking for occasional trade customers, and commercial vehicle maneuvering during deliveries.

Parking Requirements (UDC 13.8.12.B): "One (1) parking space for each six hundred (600) feet of office space, one (1) parking space for every three thousand (3,000) square feet of additional indoor area, and one (1) space for each vehicle operating from the premises."

Our Calculation:

- Office space (3,000 sq ft): 3,000 ÷ 600 = 5 spaces required
- Warehouse space (27,000 sq ft): 27,000 ÷ 3,000 = 9 spaces required
- Company vehicles: 2-3 spaces required (company delivery van, pickup truck)
- Total Required: 16-17 spaces

Existing Parking: The property has more than adequate parking to meet code requirements and accommodate our 15 employees plus occasional visitors. Most vehicles can be parked in the rear.

3. Utilities

Water: Public water service available and adequate for restroom facilities for 15 employees, break room/kitchen area. No industrial water use required.

Sewer: Public sewer service available and adequate for standard office/warehouse operations.

Electric: Existing electrical service adequate for office equipment, computers, lighting, warehouse lighting and HVAC, forklift charging station, and standard commercial electrical loads (no heavy industrial equipment). No upgrades needed. No 480V industrial service installed.

Natural Gas: Existing gas service adequate for HVAC use only.

Telecommunications: Fiber/broadband internet available for business communications.

All utilities are already connected to the building and adequate for our operations.

4. Vehicle Access

Site Access:

- Direct access from Stark Road, a commercial corridor designed for business traffic
- Existing curb cuts and driveways adequate for employee vehicles and commercial trucks
- Sufficient on-site circulation for trucks to enter, maneuver, and exit safely
- No backing into Stark Road required

Loading Areas:

- Building has existing loading dock areas on rear/side of building
- Adequate space for semi-truck access and maneuvering
- Loading areas not visible from Stark Road (screened by building)
- All truck loading/unloading occurs on private property, not in right-of-way

Conclusion: The property at 1091 Stark Road is ideally suited for our wholesale warehouse and distribution operations. The building size, layout, utilities, parking, loading areas, and vehicle access all meet or exceed our operational requirements and is less invasive than other buildings on the same street (loading docks for Lowe's, former Sears building, among others, can be seen directly from the street and have MUCH higher delivery demand)

B. TRAFFIC

Criterion: *"There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the addition of the proposed use to the area."*

Our wholesale warehouse and distribution operations will generate minimal traffic and will not create any undue nuisance or traffic hazard. In fact, our traffic generation will be significantly less than many retail uses that could occupy this building.

1. Traffic Generation Analysis

Daily Traffic:

- 18 employees arriving and departing during normal commute hours (8am and 5pm)
- Minimal overlap with traffic - employees in morning, leave in afternoon - no constant traffic that inside retail would bring.
- No shift changes - single day shift only, no multiple waves of employee traffic

Commercial Deliveries:

- ~2 commercial truck deliveries per week (scheduled during business hours)
- Deliveries scheduled to avoid peak traffic times
- Trucks use existing loading areas on side/rear of building

- No trucks blocking Stark Road or backing into public street

Total Daily Trip Generation:

- Employee vehicles: ~30 trips per day (15 arrivals + 15 departures)
- Commercial trucks: Negligible (less than 1 per week, average)
- Trade customers: Negligible (less than 1 per week, average)

2. No Increase to Total Starkville Traffic

Critical Point: This is a relocation of existing operations, not the introduction of new traffic to Starkville.

Before Relocation: 18 employees commute to 101 W Main Street daily, commercial deliveries arrive at 101 W Main Street - these trips already occur within Starkville. Additionally, the corporate box truck resides directly behind the 101 W Main Street location.

After Relocation: Same 18 employees commute to 1091 Stark Road daily, same commercial deliveries arrive at 1091 Stark Road. Total traffic in Starkville remains the same - just redistributed.

Net Traffic Impact on Starkville: Zero increase.

3. Comparison to Alternative Uses

Our traffic generation is significantly lower than many permitted uses that could occupy this building:

Retail Store (30,000 sq ft): Could generate 500-1,000+ customer vehicle trips per day, peak traffic during evenings and weekends, constant in-and-out traffic throughout operating hours.

Restaurant: Could generate 200-400+ customer vehicle trips per day, peak traffic during lunch and dinner hours, drive-through queuing and stacking issues.

Our Wholesale Warehouse: ~30 employee vehicle trips per day (arrivals + departures), negligible commercial truck deliveries per day (scheduled, predictable), minimal customer walk-in traffic, business hours only - no nights, no weekends.

Our operations generate a fraction of the traffic that alternative commercial uses would generate.

Conclusion: Our wholesale warehouse and distribution operations will not create any undue nuisance or serious hazard to traffic in the area. Minimal traffic generation, no net increase to Starkville traffic, appropriate location on Stark Road commercial corridor, much lower than alternative retail uses, safe operations with adequate sight distance and on-site maneuvering.

C. IMMEDIATE NEIGHBORHOOD IMPACT

Criterion: *"There is a public need for the proposed use and the use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood."*

Our wholesale warehouse and distribution operations will be a quiet, professional, indoor-only operation with no negative impacts on neighboring properties. This will be one of the most compatible commercial uses that could occupy this building.

1. Public Need for This Use

There is a clear public need and benefit for allowing this use:

Retaining Local Business & Jobs: The Glo Companies is an established, successful Starkville business. 18 local jobs at this location serving Starkville residents and families. Without adequate space, we may be forced to relocate outside Starkville. Starkville benefits from retaining a growing company headquartered locally.

Economic Development: Growing company founded and headquartered in Starkville. National/international reach with Starkville address. Positive reputation builder for the city (products in Walmart, Target, 60+ countries).

Property Activation: 1091 Stark Road has sat underutilized for years. Current zoning has limited viable tenant options. Our use represents the best opportunity to return this building to productive use. Building will be improved, maintained, and generate activity rather than sitting vacant.

2. No Detrimental Impacts to Neighborhood

We will operate a quiet, professional business with no detrimental impacts to surrounding properties:

No Excessive Noise: Indoor warehouse operations only - no outdoor activities. No heavy machinery, manufacturing equipment, or industrial processes. No outdoor loudspeakers, alarms, or public address systems. All noise contained within building during business hours (M-F, 8:00 AM to 5:00 PM).

No Smoke, Fumes, Gas, or Odors: We sell finished toys - nothing hazardous. No manufacturing, painting, or chemical processes. We store plastic toys and cardboard books - completely inert, non-odorous products.

Appropriate Hours: Monday-Friday, 8:00 AM to 5:00 PM. No early morning activity disturbing neighbors. No late night/overnight operations. No weekend operations - quiet Saturday and Sunday.

Conclusion: Public need exists - retaining local business, jobs, and activating underutilized property. No detrimental impacts - quiet indoor operations with zero nuisances. Our operations will be an exemplary neighbor.

D. IMPACT ON PROPERTY VALUES

Criterion: *"The proposed location of the use will not cause or contribute to a decline in property values of surrounding properties."*

Our wholesale warehouse and distribution operations will have a positive or neutral impact on surrounding property values. We will not cause or contribute to any decline in property values - in fact, our presence will likely enhance property values in the area.

1. Positive Factors Supporting Property Values

Substantial Capital Investment: We are making a significant financial investment to improve and maintain this property through building improvements, site improvements, long-term lease commitment, and professional maintenance.

Building Rehabilitation & Activation: 1091 Stark Road has sat underutilized for years. Vacant or underutilized commercial buildings create perception of economic decline, attract vandalism, deteriorate physically, and depress surrounding property values. We will transform this property from underutilized to active, productive, well-maintained commercial use.

Professional Operations: The Glo Companies is a professional corporate operation with well-trained employees, clean organized facility, no outdoor storage, quality signage and branding, and responsible property stewardship.

Impact: A well-maintained, actively-used commercial building supports higher property values than a deteriorating, vacant, or underutilized building.

2. No Negative Factors That Would Depress Property Values

We will not create nuisances, generate excessive traffic, introduce incompatible uses, or create safety or health concerns. All of these negative factors that could depress property values are absent from our operations.

Conclusion: Our wholesale warehouse operations will not cause or contribute to a decline in property values. Our presence will likely enhance property values through substantial capital investment, professional operations, building activation, financial stability, and economic contribution.

E. CONSISTENCY WITH COMPREHENSIVE PLAN

Criterion: *"The proposed use exception is consistent with the goals, objectives, and policies of the Comprehensive Plan."*

Our wholesale warehouse and distribution operations are strongly aligned with multiple goals and objectives of Starkville's Comprehensive Plan.

1. Economic Development Goals

Comprehensive Plan Goal: Support local business growth, job creation, and economic vitality

How Our Use Supports This:

- Retaining & Growing Local Business - The Glo Companies is an established Starkville business since 2016, globally recognized company choosing to stay and grow in Starkville
- Quality Job Creation - 18 local jobs at this location, competitive wages, professional work environment
- Economic Base Strengthening - Products sold in 60+ countries with Starkville headquarters, export-oriented business
- Entrepreneurship & Innovation - Local entrepreneurial success story, award-winning innovative products

2. Land Use & Development Goals

Comprehensive Plan Goal: Efficient use of existing buildings and infrastructure, preventing sprawl and blight

How Our Use Supports This:

- Adaptive Reuse - Utilizing existing 30,000 sq ft building rather than requiring new construction
- Preventing Blight - Building has been underutilized for years, our occupancy activates the building
- Appropriate Commercial Corridor Use - Stark Road is designated as commercial corridor
- Avoiding Sprawl - Relocating to existing building in developed area

Conclusion: Our wholesale warehouse operations are strongly consistent with Starkville's Comprehensive Plan goals for economic development, land use, transportation, community character, and sustainability.

F. ADDITIONAL STANDARDS

Criterion: *"All associated additional standards for the proposed use have been adequately provided for on the site plan."*

We are committed to complying with all applicable additional standards for the "Warehouse, Distribution, And Wholesale Services" use (UDC Section 13.8.12) and all other relevant code requirements.

1. Use-Specific Standards (UDC 13.8.12.D)

Section 13.8.12.D.1: "Parking and storage of operable semi-trucks, trailers, and shipping containers associated with the business shall be allowed."
Our Compliance: We will not have overnight parking of semi-trucks, trailers, or shipping containers on site. Delivery trucks arrive, unload, and depart during business hours. No permanent storage of trailers or containers.

Section 13.8.12.D.2: "The use of trailers and shipping containers for storage for more than five (5) contiguous days is not permitted."
Our Compliance: We will not use trailers or shipping containers for storage. No outdoor storage of any kind.

2. Parking Standards

Required Parking: One (1) parking space for each six hundred (600) feet of office space, one (1) parking space for every three thousand (3,000) square feet of additional indoor area, and one (1) space for each vehicle operating from the premises.

Our Calculation: Office space (~3,000 sq ft): 5 spaces; Warehouse space (~27,000 sq ft): 9 spaces; Company vehicles: 2-3 spaces; Total Required: 16-17 spaces.

Compliance: We will meet all parking requirements. The property has adequate parking to meet or exceed this requirement. There is also room in the rear for most employees to park

3. Loading Standards

Section 13.8.12.C: "Trucks delivering materials to and from the premises shall not be permitted to unload on the right-of-way."

Our Compliance: All truck loading/unloading will occur on private property using existing loading dock areas. Loading areas are located on side/rear of building, not adjacent to Stark Road. No trucks will block sidewalks, streets, or public right-of-way.

Conclusion: We are committed to full compliance with all additional standards for this use including no outdoor storage of trailers/containers/equipment, adequate parking meeting code requirements, all loading on private property using designated areas, compliance with all development standards, and willingness to work with city departments through pre-application process.

IV. SUPPORTING DOCUMENTATION

The following documents are included with this application to support our request:

- Preamble: Mississippi House Of Representatives Resolution Number 37, detailing the basis of Glo as a Starkville, Mississippi company accompanied by photos showing our Main Street ribbon cutting and the interior of our Main Street wholesale operations, which were allowed in a more restrictive district.
- Attachment A: Site Plan Renders – Showing building footprint and architectural renders.
- Attachment B: Photos of Before and After – showing the current state of the building and how it can look *note: these are renders, subject to change.
- Attachment C: State Business Registration - Mississippi Secretary of State registration for The Glo Companies as "Toy and Hobby Goods and Supplies Merchant Wholesalers" (NAICS 423920) at 101 W Main Street (filed January 22, 2025)
- Attachment D: State Business Retail Sales Tax Permit – Mississippi Department of Revenue stating the permit authorizes the holder to engage in the business of selling tangible personal property or performing services from the permit location.
- Attachment E: Starkville Business License - City of Starkville Business License #1922 for "Retail Miscellaneous" issued to VIBE LLC at 101 W Main Street (issued January 28, 2025)
- Attachment F: Supporting Documents of Use – Showing Glo’s continued use of 1091 Stark Road since late 2018.

- Attachment G: Letter from Glo Chief Operating Officer detailing traffic and logistics usage – that usage will be lower than comparable buildings in the area, and, in fact, lower than the use when the building existed as a furniture wholesale store.

V. CONCLUSION

Summary of Request

The Glo Companies respectfully requests a Use Exception to relocate our wholesale warehouse and distribution operations from 101 W Main Street to 1091 Stark Road. This is a straightforward relocation of an existing, successful Starkville business to a more suitable facility.

Why This Request Should Be Approved

1. We Meet ALL Use Exception Criteria:

- Site Suitability: Building perfectly suited for our warehouse operations
- Traffic: Minimal traffic, no increase to Starkville total, appropriate location
- Neighborhood Impact: Quiet indoor operations with zero nuisances, public benefit from job retention
- Property Values: Investment and activation of underutilized building supports values
- Comprehensive Plan: Strongly aligned with economic development, land use, sustainability goals
- Additional Standards: Committed to working mutually with City for mutual benefit

2. This Is Good for Starkville:

- Retains local jobs - 18 employees at this location
- Keeps successful business in Starkville - global company staying and growing locally
- Activates underutilized building - transforming deteriorating property into productive use
- Generates economic activity - employees, spending, tax revenues
- Zero negative impacts - quiet, professional, indoor-only operations
- Proven track record - operating responsibly in Starkville since 2019 with zero violations

3. This Is the Right Use for This Building:

- Building was previously used for commercial operations
- 30,000 sq ft warehouse space meets our exact needs
- Restrictive zoning has limited viable tenant options for years
- Our use represents the best opportunity to return building to productive commercial use

The Bottom Line

The Glo Companies is exactly the type of business Starkville should support: local company choosing to stay and grow here, quality jobs for local residents, professional

operations with proven track record, and economic contribution and positive reputation for the city.

This building at 1091 Stark Road is exactly the right facility for our needs: adequate size and layout for warehouse operations, previous commercial use demonstrates suitability, and has sat underutilized for years needing the right tenant.

This is a win-win-win: Win for The Glo Companies (we get the space we need to continue growing), Win for Starkville (retains local business, jobs, and activates underutilized property), and Win for the property (capital investment, stable tenant, productive use).

Our Commitment

We commit to:

- Operating professionally and responsibly as we have in Starkville since 2016
- Maintaining the property to high standards
- Complying with all code requirements and conditions of approval
- Being good neighbors and contributing members of the Starkville business community
- Working collaboratively with city departments throughout the process

Request for Approval

We respectfully request that the Planning and Zoning Commission recommend approval, and the Board of Aldermen grant approval, of this Use Exception to allow The Glo Companies to relocate our wholesale warehouse and distribution operations to 1091 Stark Road.

This is the right use, in the right building, for the right reasons.

Thank you for your consideration.

Respectfully submitted,

Hagan Walker
Co-founder and CEO
The Glo Companies

hagan@glo.co
(662) 889-9051
101 W Main Street
Starkville, MS 39759

PREAMBLE

STATE OF MISSISSIPPI

HOUSE RESOLUTION NO. 37

A RESOLUTION COMMENDING THE STARKVILLE, MISSISSIPPI-BASED COMPANY GLO AND ITS FOUNDERS, MS. ANNA BARKER AND MR. HAGAN WALKER, FOR GENERATING POSITIVE ATTENTION FOR THE STATE OF MISSISSIPPI THROUGH THEIR VISION, CREATIVITY, PHILANTHROPY AND COMMUNITY LEADERSHIP.

WHEREAS, founded in 2015, in Starkville, Mississippi, by Mississippi State University graduates Ms. Anna Barker and Mr. Hagan Walker, Glo creates products that spark imagination and fun by intersecting light, liquid and learning; and

WHEREAS, within a few years, Glo became a leading innovator in children's sensory toys with the introduction of Glo Pals light-up bath toys, which were inspired by a child with autism who overcame his fear of water with the help of Glo's light-up technology; and

WHEREAS, since 2015, Glo has sold more than 3 million products to customers in nearly 40 countries while donating a portion of profits to the Blair E. Batson Hospital for Children, a part of Children's of Mississippi in Jackson, Mississippi; and

WHEREAS, outstandingly, Glo has teamed with Sesame Workshop, the nonprofit media and educational organization behind Sesame Street, to introduce Glo Pals toys based on beloved Sesame Street characters Julia, a Muppet with autism, and the iconic Muppet, Elmo; and

WHEREAS, Julia and Elmo Glo Pals will debut in April 2021, during National Autism Acceptance Month as part of the "Sesame Street and Autism: See Amazing in All Children" initiative; and

WHEREAS, the new Sesame Street Glo Pals shine a colorful light on the legacy of Mississippi's own Jim Henson, whose beloved Muppets help fill the world with joy, laughter, compassion and a love for learning; and

WHEREAS, Ms. Barker and Mr. Walker have chosen to invest in the future of Mississippi by growing their business in Starkville and contributing to downtown revitalization and the community's economic development and entrepreneurial growth, as they partnered in the renovation of the Rex Theater, a historic building in downtown Starkville that had stood dark and vacant for decades and now serves as headquarters for Glo; and

WHEREAS, it is the policy of the House of Representatives to honor Mississippians, such as Ms. Anna Barker and Mr. Hagan Walker, who are committed to improving the lives and health of children and families while helping build a brighter future for Mississippi:

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSE OF REPRESENTATIVES OF THE STATE OF MISSISSIPPI, That we do hereby commend the vision, creativity, philanthropy and community leadership of Glo, and its founders, Ms. Anna Barker and Mr. Hagan Walker, as they embark on an exciting new partnership with Sesame Workshop in April 2021, during National Autism Acceptance Month and wish them continued success in their entrepreneurial endeavors, as they help to improve the lives of families and children across Mississippi and beyond.

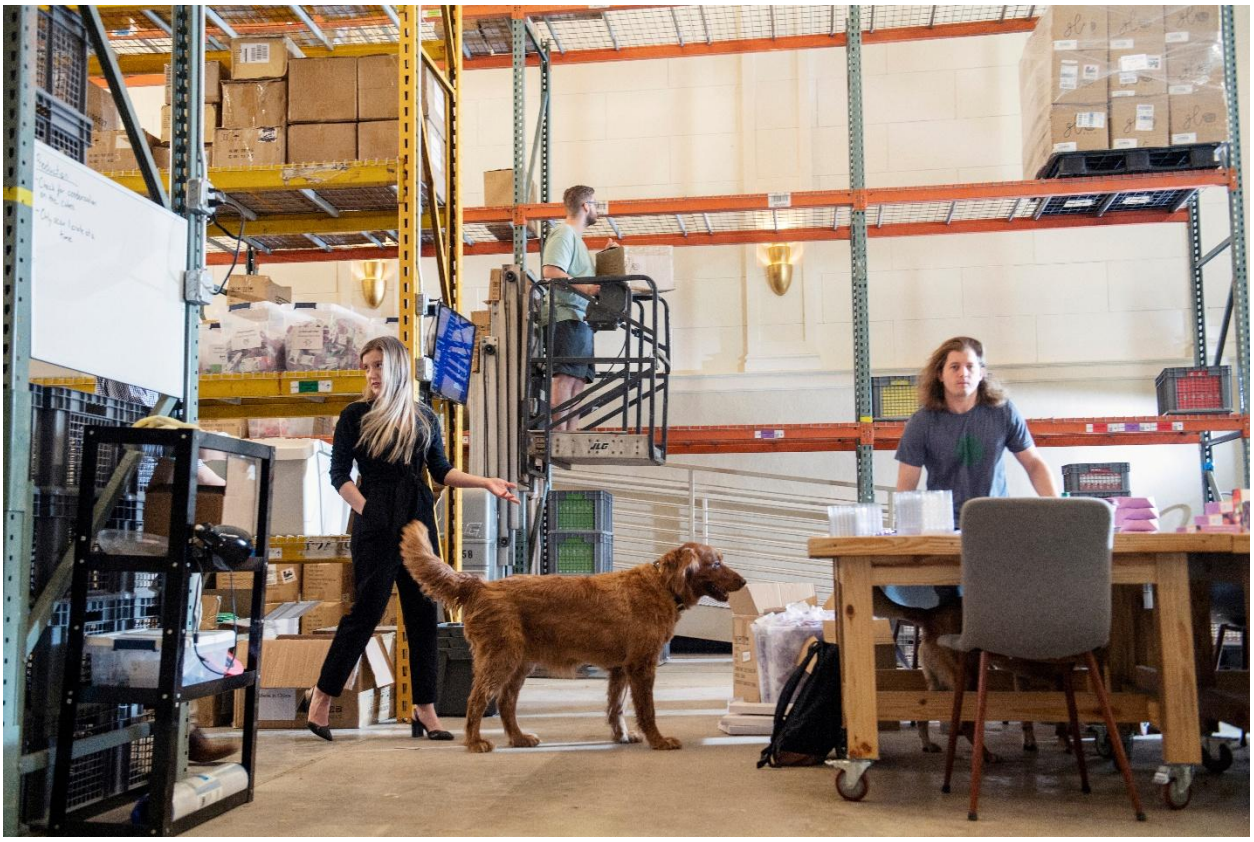
BE IT FURTHER RESOLVED, That copies of this resolution be furnished to Ms. Anna Barker and Mr. Hagan Walker, and to the members of the Capitol Press Corps.

ADOPTED BY THE HOUSE OF REPRESENTATIVES
March 10, 2021.

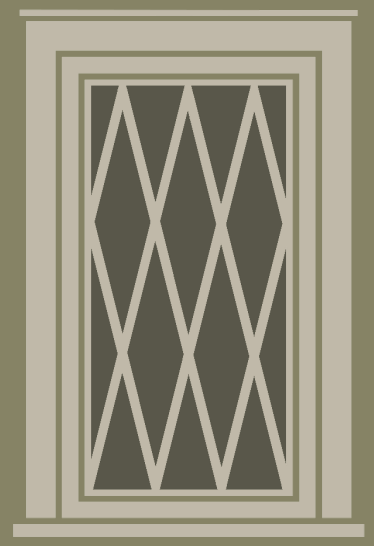
PHILIP GUNN, SPEAKER
HOUSE OF REPRESENTATIVES

LOYD B. (ROB) ROBERSON II, DISTRICT 43
HOUSE OF REPRESENTATIVES

REX
THEATRE
101

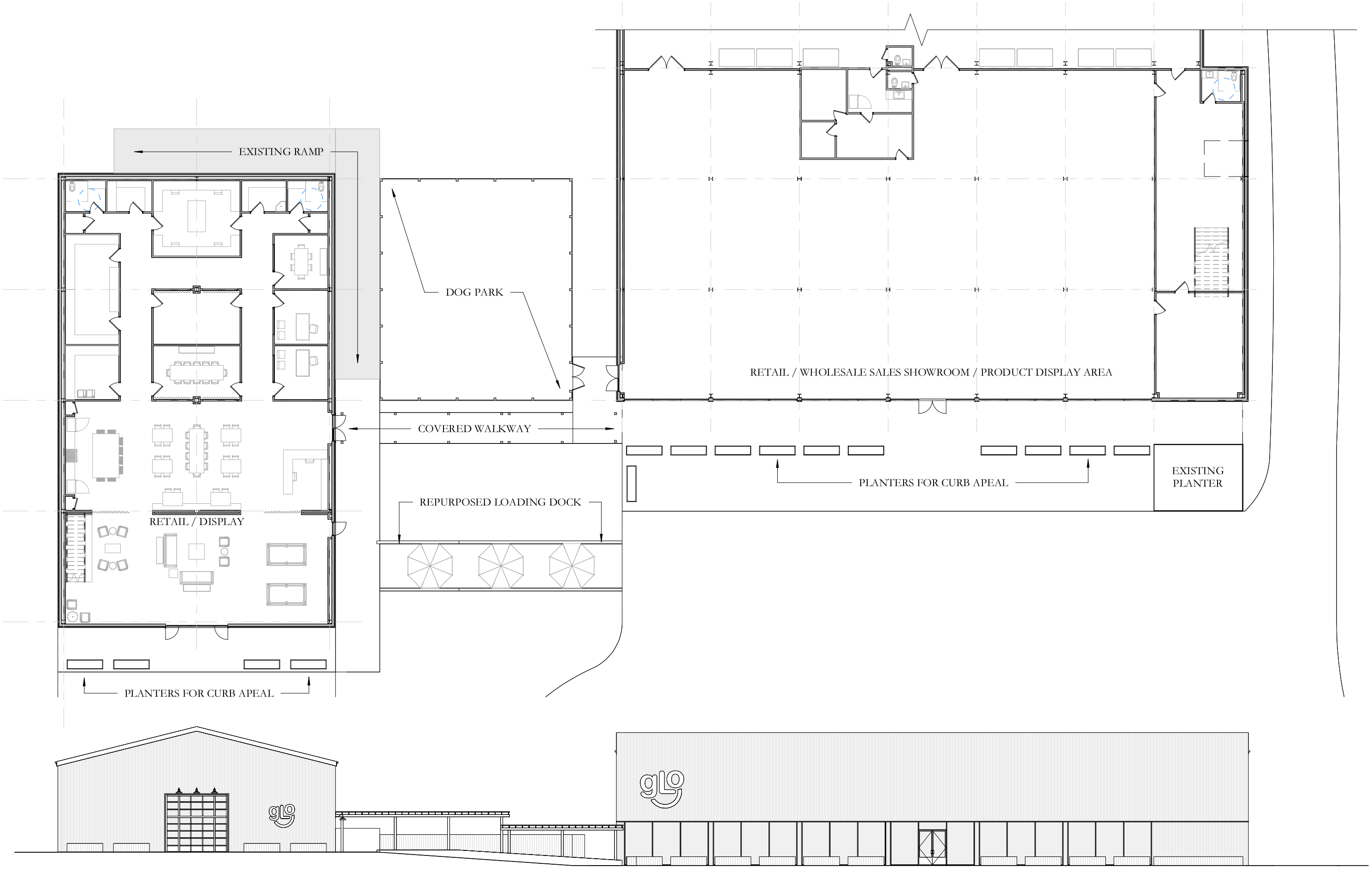


ATTACHMENT A



WADDELL & WILLCUTT

architecture + design



1 FRONT ELEVATION & SITE

1" = 20'-0"

Exterior Rendering

Exterior Rendering

Exterior Rendering

Exterior Rendering

Exterior Rendering

Exterior Rendering

ATTACHMENT B

Supplemental visual context showing building transformation - Primary

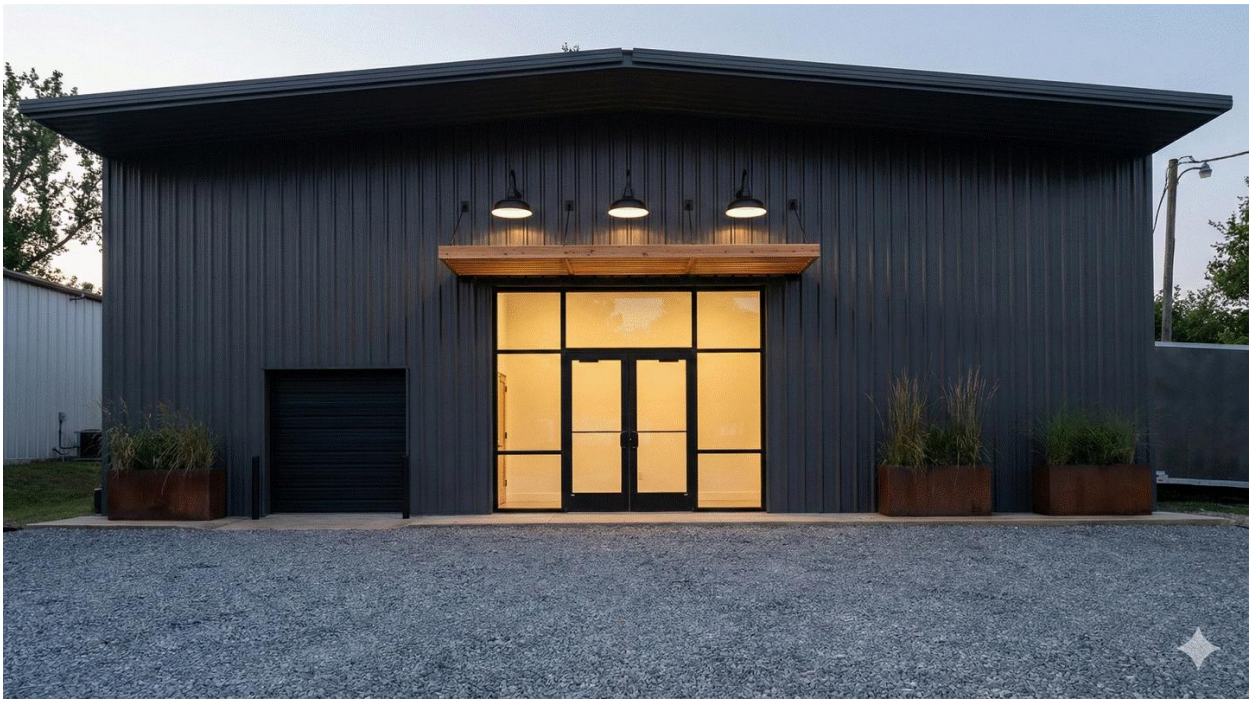
Stark Road – Primary Building (current)

Stark Road – Primary Building (conceptual rendering)*

* Conceptual before/after comparison showing approximate visual improvement to building facade. Detailed architectural plans attached separately.

Supplemental visual context showing building transformation - Secondary

Stark Road – Secondary Building (current)



Stark Road – Secondary Building (conceptual rendering)*

* Conceptual before/after comparison showing approximate visual improvement to building facade. Detailed architectural plans attached separately.

ATTACHMENT C

F0070
Fee: $ 25

Michael Watson
SECRETARY OF STATE

2025043773

Business ID: 1063277
Filed: 01/22/2025 02:04 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Fictitious Business Name Registration

Business Information

Business ID: 1063277
Legal Name: Vibe, LLC
Business Type: Limited Liability Company

Fictitious Business Name Information

Fictitious Business Name: The Glo Companies
NAICS Code: 423920 - Toy and Hobby Goods and Supplies Merchant Wholesalers

Street Address(es) of Business Using Name

101 W Main Street
Starkville, MS 39759

Signature

The Applicant, through its undersigned authorized representative, is familiar with the provisions of Mississippi Code Annotated §75-93-1 et seq. and understands that filing this form creates no exclusive rights in or to the Fictitious Business Name which is the subject of this application as of this day ***01/22/2025***.

Name:	***Address:***
Hagan Walker *President*	101 W Main Street Starkville, MS 39759

Permit - Retail Sales Tax Permit

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

ATTACHMENT D

HAGAN WALKER
VIBE, LLC
101 W MAIN ST
STARKVILLE MS 39759-2822

Date: August 20, 2021
Letter ID: L0501859008

Enclosed is your Retail Sales Tax Permit.

Please examine the document to make sure that all information is correct. Display your permit in a prominent and conspicuous spot at the business.

You can view and reprint these permits on your TAP account. If you are not registered, go to www.dor.ms.gov and click on Taxpayer Access Point. From there, follow instructions to sign-up for online access.

If you have any questions, you may contact us at the number or address below.

Sincerely,

Tax Administrator

Enclosure: Permit

STATE OF MISSISSIPPI

RETAIL SALES TAX PERMIT

Issued To: HAGAN WALKER
VIBE, LLC
101 W MAIN ST
STARKVILLE MS 39759-2822

Permit Number: 200-07185-8
Sales Account: 1338-0384
Business Name: VIBE LLC

Permit Location:
101A W MAIN ST
STARKVILLE, MS 39759

This permit authorizes the holder to engage in the business of selling tangible personal property or performing services from the permit location.

The permit holder may purchase materials or services **for resale** exempt from tax. Purchases of property or services for the use by the permit holder are not exempt from tax.

This permit is issued as a privilege to operate the above named business in Mississippi. The condition of this privilege is that the holder must collect, report, and pay all taxes due by law. The permit holder is required to keep adequate records that are available for inspection by the Department of Revenue at any time.

This permit is not transferable. You must obtain a new permit if there is a change of ownership, location or business name.

The permit is issued in accordance with Title 27, Chapter 65, Mississippi Code of 1972 and is valid until cancelled or revoke for cause.

Letter ID: L0501859008

Date Issued: August 16, 2021

Issued By: _____

Chris Graham, Commissioner

NOT TRANSFERABLE

This permit shall not make lawful any act or thing declared to be unlawful by the State of Mississippi.

ATTACHMENT E

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

This License is Granted to:

VIBE, LLC
101 WEST MAIN ST
STARKVILLE MS 39759

Date Issued: 1/28/2025
Expires: 2/28/2026
Business License #: 1922
Class: RETAIL
Location: 101 WEST MAIN ST

5445 RETAIL MISCELLANEOUS $ 440.00

THIS LICENSE DOES NOT AUTHORIZE A BUSINESS TO CONFLICT WITH THE CITY ZONING ORDINANCES. THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE UNLAWFUL BY THE STATE OF MISSISSIPPI.

Lesa Davis Hardin

AUTHORIZED SIGNATURE

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE, IS NON-TRANSFERABLE , NON-REFUNDABLE, GOOD AND USABLE ONLY BY PERSON TO WHOM ISSUED

DETACH OR FOLD ABOVE PRIOR TO POSTING THIS BUSINESS LICENSE

NON-TRANSFERABLE
NON-REFUNDABLE

Total Fees Paid	$ 440.00
Penalty Paid	$ 0.00

HAGAN WALKER
VIBE, LLC
101 WEST MAIN ST
STARKVILLE MS 39759

ATTACHMENT F

To Whom It May Concern:

I am writing to confirm the occupancy history of the building located at 1091 Stark Road, Starkville, Mississippi, which I own.

My son, Rick Underwood, operated Rick's Furniture from this location for many years. In January 2018, Vibe, LLC (operating as Glo or The Glo Companies) began using warehouse space in the rear portion of the building for product storage and distribution. At that time, Rick was Glo's landlord at their primary location at 419 E. Lampkin Street, and he permitted them to use the additional warehouse space at 1091 Stark Road as an extension of their existing lease arrangement.

Rick's Furniture continued to operate retail sales from the front portion of the building while Glo used the warehouse area in the back. This arrangement continued until Rick's Furniture ceased operations in 2020 due to the COVID-19 pandemic.

Glo has continuously used the warehouse portion of the building from January 2018 to present. In 2021, after Rick moved away and I took over management of the property, Glo and I entered into a formal written lease agreement for their continued use of the space. However, their occupancy and use of the building for warehousing and distribution began in January 2018 with our family's knowledge and permission.

Sincerely,

Barbara Underwood

Barbara Underwood

Property Owner
1091 Stark Road
Starkville, MS 39759

Progressive Packaging, Inc.
CREDIT APPLICATION FOR A BUSINESS ACCOUNT

Title	CEO	Date business commenced	5/2015
Company name	VIBE	☐ Sole proprietorship	
Phone | Fax	866-996-2156	☐ Partnership	
E-mail	hagan@getglo.com	☑ Corporation	
Registered company address City, State ZIP Code	419 E Lampkin Street Starkville, MS 39759	☐ Other	

BUSINESS AND CREDIT INFORMATION

City, State ZIP Code	Starkville, MS 39759	Bank name:	Renasant Bank
How long at current address?	2 years	Primary business address City, State ZIP Code	419 E Lampkin Street Starkville, MS 39759
Phone	866-996-2156	Phone	800-680-1601
Fax		Account number	084201294
E-mail	hagan@getglo.com	Type of account	☐Savings ☑ Checking ☐ Other

BUSINESS/TRADE REFERENCES

Company name	Renasant Bank	Phone	662-338-1214
Address	500 E Lampkin Street	Fax	
City, State ZIP Code	Starkville, MS 39759	E-mail	bjones@renasant.com
Type of account	Primary Banking	Other	
Company name	Kaplan Early Learning Co	Phone	336-712-3469
Address	1310 Lewisville Clemmons Road	Fax	
City, State ZIP Code	Lewisville, NC 27023	E-mail	kbest@kaplanco.com
Type of account	Vendor	Other	
Company name	R&R Underwood Properties	Phone	662-418-7737
Address	1091 Stark Road	Fax	
City, State ZIP Code	Starkville, MS 39759	E-mail	
Type of account	☐Savings ☐ Checking ☑ Other	Other	Warehouse Lease

AGREEMENT

1. All invoices are to be paid 60 days from the date of the invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Progressive Packaging, Inc. to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Signature	/Hagan D. Walker/	Signature	/Anna K. Barker/
Name and Title	Hagan D. Walker, CEO	Name and Title	Anna K. Barker, VP of Development
Date	8/21/2019	Date	8/21/2019

PROGRESSIVE PACKAGING

AmericasMart LOGISTICS

OFFICIAL SHOW CARRIER

Inbound Transportation Order Form

Fill out the form, select the "Submit Form" button at the bottom of the page.

Or fax completed form back to 678-686-5350

Form must be accompanied by an AmericasMart Logistics credit card form

Inbound Order Form For The January 2019 Atlanta International Gift and Home Furnishings Market

- AmericasMart Logistics is the official transportation provider for The Atlanta International Gift and Home Furnishings Market. Exhibitors utilizing AmericasMart Logistics for their inbound shipping our entitled to waived drayage charges. To qualify for waived drayage charges, your shipment must be picked up by AmericasMart Logistics and delivered into the advanced warehouse between Nov. 12 and Dec. 21. We encourage you to ship early to ensure your shipment arrives on time. We recommend a pick up date no later than Dec. 14.
- The warehouse will be closed on weekends, November 22-23, December 24-25, January 1.

Exhibiting company name	Glo Pals	Contact name	Hagan Walker
Phone number	662-889-9051	Email address	hagan@getglo.com
Booth location (building#, floor#, booth#	Bldg 3, Floor 5, Booth 712		

Requested pick up date	12/19/2018		
Address 1	1091 Stark Road		
Address 2			
Pick up city, state, zip code	Starkville, Mississippi, 39759		
Loading dock at pick up address	■ Yes □ No	Residential pick up address:	□ Yes ■ No
Lift gate service required at pick up	□ Yes (Fee applies) ■ No		

Choose a delivery location	■ Advanced warehouse – **Must be received between Nov. 12 and Dec. 21**
	□ Show site building 1 – **Must deliver on Jan. 3rd, 4th 7th or 8th**
	□ Show site building 2 – **Must deliver on Jan. 3rd, 4th 7th or 8th**
	□ Show site building 3 – **Must deliver on Jan. 3rd, 4th 7th or 8th**

Choose a delivery service	■ Standard deferred service – 3-5 days **non-guaranteed**
	□ 2 day expedited – Guaranteed - Additional fees apply
	□ 1 day expedited – Guaranteed - Additional fees apply

# of crates		DIMS. (LxWxH)		Weight	
# of pallets	1	DIMS. (LxWxH)	48x40x60	Weight	300
# of trunks/cases		DIMS. (LxWxH)		Weight	
# of rolled carpets		DIMS. (LxWxH)		Weight	
# of cartons		DIMS. (LxWxH)		Weight	
Other packaging		DIMS. (LxWxH)		Weight	
				Total Weight	300

DECLARED VALUE – FEES APPLY - $4.00 PER $100 DECLARED **VALUE $** 2500 **ADDITIONAL FEES $** 100

Special instructions: PICK UP FROM LOADING DOCK BEHIND RICK'S FURNITURE. CALL WHEN 30-60 MINUTES AWAY.

I agree to the terms and conditions of contract and understand that I will be charged based on the estimated weight and that I am subject to additional charges or a refund based on the actual weight of my shipment and/or any accessorial fees incurred .

Hagan Walker Digitally signed by Hagan Walker DN: cn=Hagan Walker, o=Vibe, LLC, ou=Engineering, email=hagan@glodrinks.com, c=US Date: 2018.12.12 12:47:18 -06'00'

Exhibitor Signature

x Hagan Walker

Printed Name

Submit Form

AML USE ONLY	**SV #:**	**Estimated weight:**	**Quote: $**
		Actual weight:	**Actual cost: $**
		Accessorial fees: $	**Additional due: $**
		Declared value: $	**Total cost: $**

Vibe, LLC
419 E Lampkin Street
Starkville, MS 39759
Phone: 8669962156

Purchase Order

Number: 021819

Date Issued: Feb 19 2019

Date Required: Apr 01 2019

To:	Ship To:
Dongguan Longstargift Co., Ltd. 11A1 Lucky Building Changan Donguan, Guangdong 511700	Vibe, LLC 1091 Stark Road Starkville, Mississippi 39759

Ship Via:	Account No:	Terms:
EXW		

QTY	UoM	Item	Description	Unit Cost	Amount
23760	Each	GP-CARTON-YELLOW	Yellow Glo Pals Cubes	$0.32	$7603.20
71280	Each	GP-CARTON-GREEN	Green Glo Pals Cubes	$0.32	$22809.60
79200	Each	GP-CARTON-PURPLE	Purple Glo Pals Cubes	$0.32	$25344.00
59400	Each	GP-CARTON-RED	Red Glo Pals Cubes	$0.32	$19008.00
27720	Each	GP-CARTON-BLUE	Blue Glo Pals Cubes	$0.32	$8870.40
Total:					$83635.20

Note:

Authorized Signature

FedEx Trade Networks

Commercial Account Application and Agreement

GENERAL BUSINESS INFORMATION

☐ New FedEx Customer ■ Existing FedEx Customer If Existing Customer, please provide Account No.			
Legal Company Name VIBE			
Trade Names VIBE LLC		Number of Years in Business 3	
Limitation of Liability: ☐ Corporation/Listed Company/Multinational ☐ Sole Proprietorship ☐ Partnership ■ Limited Company			
Business Registration Certificate No. and Expiry Date		Tax ID No. 47-3533814	
Anticipated Freight Charges Per Month $3,000	Anticipated Duty Charges Per Month $500		Desired Credit Line $10,000
Please indicate preferred payment method: ■ Electronic Funds Transfer ☐ Check ☐ Cash			
Please indicate whether you intend to participate in the following: ■ U.S. Customs Direct ACH ■ Direct Freight Payment			

CONTACT INFORMATION

Name Hagan Walker			Position/Department CEO
Phone Number 662-889-9051			Fax Number N/A
Address 419 E Lampkin Street			
City Starkville	State MS	Zip 39759	Email Address hagan@getglo.com
Have you, or a business controlled by you, ever declared bankruptcy? ☐ Yes ■ No			

BANK REFERENCE (please provide a photocopy of most recent bank statement)

Name Renasant Bank		Account Number(s) 8011154230
Address 550 E Lampkin Street		City/State/Zip Starkville, MS 39759
Telephone 662-338-1214	Contact Person/Position Brad Jones	

COMMERCIAL TRADE REFERENCES (please include additional pages if needed)

Name Da Bomb Bath Fizzers		Account Number(s)
Address 7476 West 78th Street		City/State/Zip Minneapolis, MN 55439
Telephone 612-924-3499	Contact Person/Position Sarah Deimel	

Name Rick's Furniture		Account Number(s)
Address 1091 Stark Road		City/State/Zip Starkville, MS 39759
Telephone 662-418-7737	Contact Person/Position Rick Underwood	

Applicant authorizes FedEx Trade Networks Transport & Brokerage, Inc. (hereinafter "FedEx Trade Networks") to contact their bank and trade references in order to establish the creditworthiness of the applicant. It is the applicant's responsibility to contact bank and trade references and authorize the release of credit information by telephone.

By signing this commercial account application and agreement, you agree to pay for FedEx Trade Networks services and anticipated advances in accordance with this agreement. Applicant agrees to pay the total shown on FedEx Trade Networks invoice upon receipt. If any payment is not made timely by Applicant, any other unpaid accounts with FedEx Trade Networks may, at its option, be declared and become fully due and payable immediately. Unpaid balances will be deemed delinquent 15 days after date of invoice and may be subject to interest at 15%, or the maximum rate allowed by law, whichever is lower.

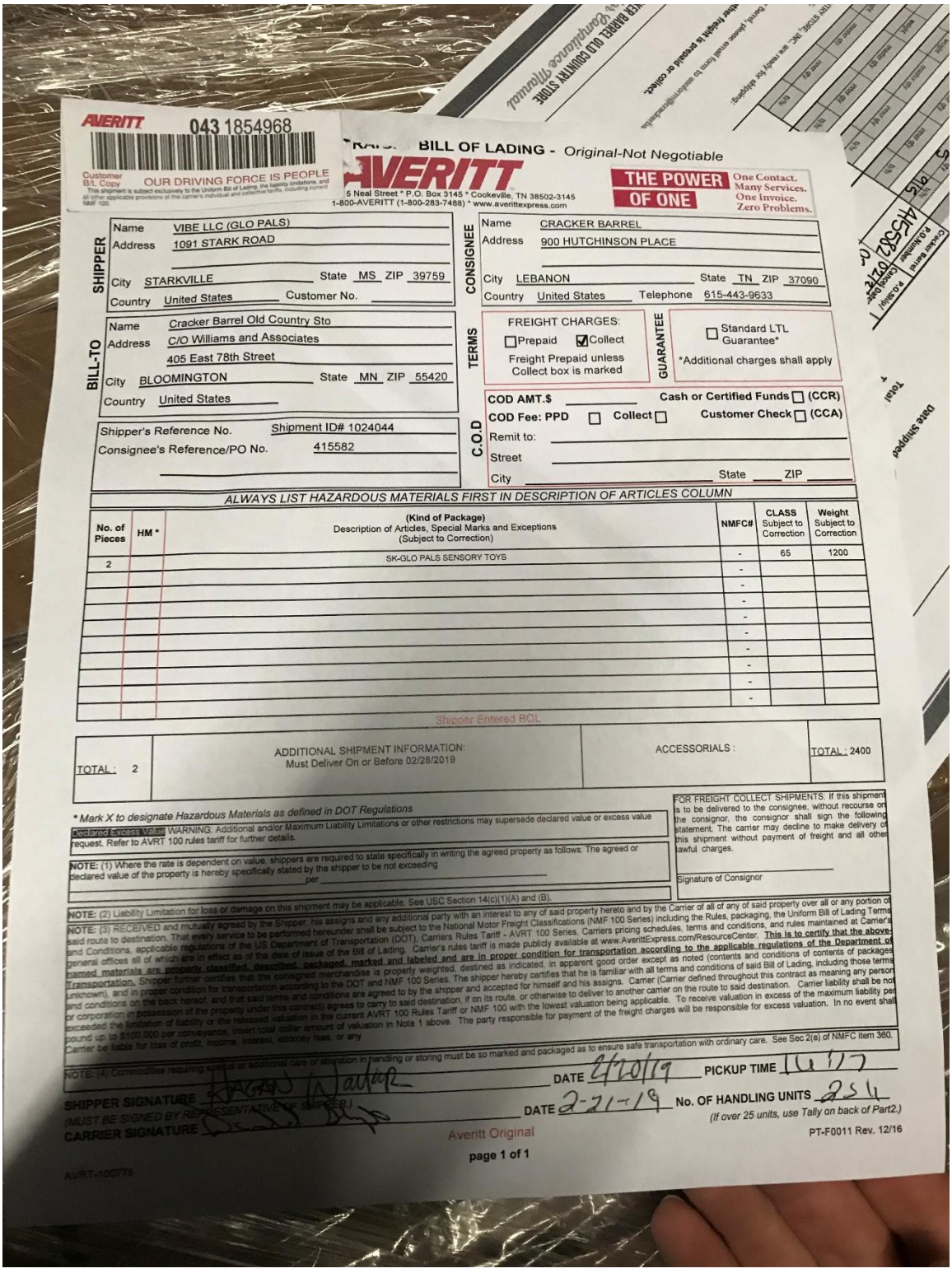
Full disclosure and complete information is required or processing will be delayed and/or credit may be denied.

For credit with FedEx Trade Networks, please provide the following: 1. Dun & Bradstreet Number 2. Photocopy of current audited financial statement 3. Photocopy of most recent bank statement	Send completed application and other material to: FedEx Trade Networks Transport & Brokerage, Inc. ATTN: Finance Department Fax: 1.716.879.1130 Questions? 1.800.249.2953

By signing this document, you agree to FedEx Trade Networks Terms and Conditions found at ftn.fedex.com which are incorporated herein by reference. FedEx Trade Networks reserves the right to revise these terms and conditions at any time without notice. See ftn.fedex.com for current terms.

Hagan Walker Authorized Company Representative (Please print)	CEO Title
Hagan Walker Digitally signed by Hagan Walker DN: cn=Hagan Walker, o=Vibe, LLC, ou=Engineering, email=hagan@glodrinks.com, c=US Date: 2018.06.13 09:48:36 -05'00' Authorized Company Signature	6/13/2018 Date

Geo-Tagged Photos from 1091 Stark Road (2018 and 2019)



AVERITT 043 1854968

Customer B/L Copy — OUR DRIVING FORCE IS PEOPLE

BILL OF LADING - Original-Not Negotiable

AVERITT
5 Neal Street * P.O. Box 3145 * Cookeville, TN 38502-3145
1-800-AVERITT (1-800-283-7488) * www.averittexpress.com

THE POWER OF ONE — One Contact. Many Services. One Invoice. Zero Problems.

SHIPPER
Name VIBE LLC (GLO PALS)
Address 1091 STARK ROAD
City STARKVILLE State MS ZIP 39759
Country United States Customer No.

CONSIGNEE
Name CRACKER BARREL
Address 900 HUTCHINSON PLACE
City LEBANON State TN ZIP 37090
Country United States Telephone 615-443-9633

BILL-TO
Name Cracker Barrel Old Country Sto
Address C/O Williams and Associates
405 East 78th Street
City BLOOMINGTON State MN ZIP 55420
Country United States

TERMS
FREIGHT CHARGES:
☐ Prepaid ☑ Collect
Freight Prepaid unless Collect box is marked

GUARANTEE
☐ Standard LTL Guarantee*
*Additional charges shall apply

Shipper's Reference No. Shipment ID# 1024044
Consignee's Reference/PO No. 415582

C.O.D
COD AMT.$ Cash or Certified Funds ☐ (CCR)
COD Fee: PPD ☐ Collect ☐ Customer Check ☐ (CCA)
Remit to:
Street
City State ZIP

ALWAYS LIST HAZARDOUS MATERIALS FIRST IN DESCRIPTION OF ARTICLES COLUMN

No. of Pieces	HM *	(Kind of Package) Description of Articles, Special Marks and Exceptions (Subject to Correction)	NMFC#	CLASS Subject to Correction	Weight Subject to Correction
2		SK-GLO PALS SENSORY TOYS	-	65	1200
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		

Shipper Entered BOL

TOTAL: 2 | ADDITIONAL SHIPMENT INFORMATION: Must Deliver On or Before 02/28/2019 | ACCESSORIALS: | TOTAL: 2400

* Mark X to designate Hazardous Materials as defined in DOT Regulations

Declared Excess Value WARNING: Additional and/or Maximum Liability Limitations or other restrictions may supersede declared value or excess value request. Refer to AVRT 100 rules tariff for further details.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed property as follows: The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement. The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor

NOTE: (2) Liability Limitation for loss or damage on this shipment may be applicable. See USC Section 14(c)(1)(A) and (B).

NOTE: (3) RECEIVED and mutually agreed by the Shipper, his assigns and any additional party with an interest to any of said property hereto and by the Carrier of all of any of said property over all or any portion of said route to destination. That every service to be performed hereunder shall be subject to the National Motor Freight Classifications (NMF 100 Series) including the Rules, packaging, the Uniform Bill of Lading Terms and Conditions, applicable regulations of the US Department of Transportation (DOT), Carriers Rules Tariff - AVRT 100 Series, Carriers pricing schedules, terms and conditions, and rules maintained at Carrier's general offices all of which are in effect as of the date of issue of the Bill of Lading. Carrier's rules tariff is made publicly available at www.AveritteExpress.com/ResourceCenter. **This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.** Shipper further certifies that the consigned merchandise is properly weighted, destined as indicated, in apparent good order except as noted (contents and conditions of contents of packages unknown), and in proper condition for transportation according to the DOT and NMF 100 Series. The shipper hereby certifies that he is familiar with all terms and conditions of said Bill of Lading, including those terms and conditions on the back hereof, and that said terms and conditions are agreed to by the shipper and accepted for himself and his assigns. Carrier (Carrier defined throughout this contract as meaning any person or corporation in possession of the property under this contract) agrees to carry to said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. Carrier liability shall be not exceeded the limitation of liability or the released valuation in the current AVRT 100 Rules Tariff or NMF 100 with the lowest valuation being applicable. To receive valuation in excess of the maximum liability per pound up to $100,000 per conveyance, insert total dollar amount of valuation in Note 1 above. The party responsible for payment of the freight charges will be responsible for excess valuation. In no event shall Carrier be liable for loss of profit, income, interest, attorney fees, or any

NOTE: (4) Commodities requiring special or additional care or attention in handling or storing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec 2(e) of NMFC item 360.

SHIPPER SIGNATURE (MUST BE SIGNED BY REPRESENTATIVE OF SHIPPER) DATE 2/20/19 PICKUP TIME 11:17

CARRIER SIGNATURE DATE 2-21-19 No. OF HANDLING UNITS 2 of 4

(If over 25 units, use Tally on back of Part2.)

Averitt Original

PT-F0011 Rev. 12/16

page 1 of 1

AVRT-100776

Date Shipped

Total

February 20, 2019

February 8, 2019

February 21, 2019

January 2, 2018

September 10, 2018

ATTACHMENT G

January 30th, 2026

Subject: Semi-Truck Traffic Volume Summary — 1091 Stark Road

To Whom It May Concern:

This letter provides historical traffic data and forward-looking estimates demonstrating that operations at 1091 Stark Road generate minimal and stable semi-truck traffic, with no material increase anticipated based on current operations and foreseeable business needs. The Glo Companies operates a warehousing and light fulfillment facility at 1091 Stark Road. The purpose of this correspondence is to address questions related to dry van (semi-truck) traffic volume associated with the site.

Historical Traffic Volume
Semi-truck traffic at this location is limited in frequency and has remained consistent year over year. Based on operational records, total annual dry van activity is summarized below:

Year	*Incoming*	*Outgoing*	***Total***
2024	11	10	**21**
2025	14	12	**26**
2026	16	13	**29** (est.)

This reflects an average of **approximately two to three semi-truck movements per month.**

Operational Characteristics
Inbound deliveries consist of standard dry van containers associated with international imports. Approximately 70% of inbound containers are 20-foot units, with the remaining shipments utilizing 40-foot containers.

Deliveries are handled efficiently and within short timeframes. **Inbound containers are typically unloaded within one to two hours**, as required under standard carrier agreements. These time constraints are required to avoid demurrage fees, thus creating a business motivation to minimize unloads.

Outbound dry van shipments are limited in scale, generally consisting of one to four pallets, and are typically loaded and released within **approximately 20 minutes**. At no time does the facility experience truck staging or queuing, and such an event would be extraordinary circumstance.

Future Traffic Expectations
Growth at the Starkville facility is expected to occur primarily through small-parcel e-commerce shipments handled by carriers such as UPS, FedEx, and DHL. Due to the company's current supply-chain structure — including direct shipments from overseas manufacturers to third-party fulfillment centers — no material increase in dry van traffic is anticipated over a five-year planning horizon, based on current operations and foreseeable business needs.

Summary
- Semi-truck traffic volume is low and infrequent
- Truck presence on site is short in duration
- Activity levels have remained stable year over year
- No meaningful increase in semi-truck traffic is anticipated under current operating conditions

This letter is provided for informational purposes only to describe typical operating conditions. If additional clarification or documentation is needed, I would be happy to provide it.

Sincerely,

Eric Alan Hill
Chief Operating Officer
The Glo Companies

38. DISCUSSION AND CONSIDERATION OF LW 26-01 A REQUEST FOR LANDSCAPE WAIVER AT 701 LOUISVILLE STREET IN A C ZONING DISTRICT.

Community Planner Daniel Havelin presented LW 26-01 a request for Landscape Waiver at 701 Louisville Street in a C zoning district.

The applicant, Roddy Rumbley on behalf of 5 Minute Express Starkville, LLC, is requesting approval of a Landscape Waiver to allow the removal of one protected 48-inch maple tree located (attachment 5) within the tree protection area at 701 Louisville Street in a C zoning district with the property #102G-00-036.00. Section 16.7 of the Unified Development Code (UDC) requires approval by the Board of Aldermen to remove any canopy tree with a diameter at breast height (DBH) of thirty (30) inches or greater located within the tree protection area.

The property is proposed to be redeveloped as a carwash facility. Vehicular access to the site is governed by Mississippi Department of Transportation (MDOT) requirements and the City's access management policy. Because access to Highway 12 is not permitted, site access is proposed from Louisville Street. The Development Review Committee (DRC) reviewed the site layout and access configuration, and the submitted driveway alignment reflects DRC guidance along with applicable access, grading, and fire department requirements.

The submitted Tree Plan identifies fifty-eight (58) protected trees on the site, of which thirteen (13) are proposed for removal. Only one of these trees exceeds thirty (30) inches DBH—the 48-inch maple identified on the Demolition Plan as the object tree for the requested waiver. The site plan includes required tree protection fencing details, and protection zones must be installed prior to construction and maintained throughout site work.

Driveway grading necessary to meet the Fire Department's slope limitations results in disturbance within the critical root zone of the 48-inch maple. Based on the submitted plans, preserving the tree is not feasible with the approved driveway configuration. Staff reviewed the request under the Landscape Waiver criteria in Section 3.11.1 of the Unified Development Code and determined that the request is related to site-specific access and grading constraints and does not affect underlying zoning, permitted uses, or dimensional standards.

At the March 4, 2026, meeting of the Landscape Advisory Board, the Board voted unanimously to recommend approval of this request.

Alderman Vaughn asked about the cemetery location that was found on the property. Mr. Havelin showed on the map the location of the grave plots. Alderman Vaughn asked about the condition of the trees that are being requested to be removed. Mr. Havelin noted that if you removed any of the surrounding trees around the maple tree that could damage the tree as well. Mr. Havelin stated they would preserve as many trees on the lot as possible. Vice Mayor Perkins asked was his former colleague of Ward 4 sitting on the board when this decision was made. Mr. Havelin confirmed. Mayor Spruill noted that the wind from the Sunday night storm knocked down a cedar tree located on the property. Alderman Sistrunk noted that with this tree coming down there would be new landscaping and trees that will be planted.

Roddy Rumbley stated they are planning on getting started as soon as they can get a permit. Mr. Rumbley noted they are currently getting bids for a contractor for this project. He noted that this was the only location for access to this property, if they couldn't get approval they would be landlocked.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, and adopted by the Board to approve of LW 26-01 a request for landscape waiver at 701 Louisville Street in a C zoning district. The Board voted as follows:

Alderman Kim Moreland Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Kyle Skinner Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman William Pochop Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

39. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of , March 12, 2026 for fiscal year ending 9/30/26, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Kim Moreland Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Kyle Skinner Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman William Pochop Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

General Fund	001	$286,647.65
Restricted Police Fund	002	$5587.60
Airport Fund	015	$27,387.23
Sanitation / Environmental Services	022	$57,713.10
Capital Projects Fund	300	$46,190.13
G.O. Bond Fund	305	$3500.00
Main Street Project	311	$9,189.14
Parks Capital Project (2023)	312	$3234.00

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
LANDSCAPE ADVISORY BOARD

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To:	Members of the Landscape Advisory Board
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject:	Discussion and consideration of LW 26-01 a request for Landscape Waiver at 701 Louisville Street in a C zoning district
Date:	March 4, 2026

The purpose of this report is to provide information regarding a Landscape Waiver request by Roddy Rumbley on behalf of 5 Minute Express Starkville, LLC. The applicant is requesting approval of Landscape Waiver to allow removal of one protected 48-inch maple tree located (attachment 5) within the tree protection area at 701 Louisville Street in a C zoning district with the property #102G-00-036.00.

Pursuant to Section 16.7 of the Unified Development Code (UDC), any canopy tree with a diameter at breast height (DBH) of thirty (30) inches or greater located within the tree protection area must be preserved unless removal is approved by the Mayor and Board of Aldermen. A Landscape Waiver in accordance with Section 3.11 is therefore required.

Please see attachments 1- 7.

BACKGROUND INFORMATION

The property is being redeveloped as a carwash facility. Vehicular access to the site is regulated by Mississippi Department of Transportation (MDOT) requirements and City access management standards. Access to Highway 12 is not permitted; therefore, access is proposed from Louisville Street.

Development Review Committee (DRC) reviewed the site layout and access configuration. The submitted driveway alignment reflects DRC review and applicable access, grading, and fire department requirements.

The submitted Tree Plan identifies fifty-eight (58) protected trees on the site. Thirteen (13) trees are proposed for removal. Of those thirteen (13), only one (1) tree exceeds thirty (30) inches DBH. The 48-inch maple tree is identified on the Demolition Plan (attachment 6) as the object tree for this waiver request.

The site plan package includes required tree protection fencing details and notes. Tree protection zones must be installed prior to commencement of construction and remain in place throughout site work.

The driveway grading required to meet the Fire Department's slope limitations results in disturbance within the critical root zone of the 48-inch maple (attachment 7). Based on the submitted plans, protection of the tree is not feasible with the approved driveway configuration.

Staff has reviewed the request in relation to the Landscape Waiver criteria outlined in Section 3.11.1 of the Unified Development Code. The request is associated with site-specific access and grading constraints and does not alter underlying zoning, use permissions, or dimensional standards.

The request is limited to removal of one protected tree with a diameter at breast height (DBH) of thirty (30) inches or greater and reflects the driveway configuration reviewed through the Development Review Committee process. To deviate from the tree protection requirements in Section 16.7 of the Unified Development Code, a Landscape Waiver is required in accordance with Section 3.11.

LANDSCPAE WAIVER REQUEST FROM

16.7.4 General Requirements

1. For existing lots, the building setbacks as required by zoning shall be used to determine the tree protection area. The tree protection area shall be equal to the building setbacks.
2. For subdivided lots, the building setbacks as required by zoning shall be used to determine the tree protection areas for the parent parcel that is to be subdivided. The tree protection area shall be equal to the front setback on the front and street side property line. The tree protection area shall be equal to the side setback on the side and rear property line. Newly created lots in the subdivision shall be restricted from removal of protected trees by the covenants of the subdivision and shall be excluded from the exceptions of Section 16.7.1(B).
3. A minimum of fifty percent (50%) of all existing canopy trees with a minimum diameter at breast height of ten (10) inches located within the tree protection area of a lot shall be preserved and protected.
4. Any canopy tree with a minimum diameter at breast height of thirty (30) inches located within the tree protection area of a lot shall be preserved and protected unless a tree removal permit is approved by the Board of Aldermen.
5. Any tree that is located within a tree protection area of a lot that is damaged to the extent that it creates a threat to the general health, safety, and welfare of the general public and/or an immediate threat to public or private property may be removed at the expense of the property owner at any time.
6. The contractor and City inspector shall meet on site to review and inspect tree protection devices, as designated in the Tree Protection Plan in the approved site plan. Upon a satisfactory inspection from city staff, land disturbance activities on the site may begin. The tree protection inspection may occur

simultaneously with the inspection of the land disturbance control measures as shown in Section 16.8.3 (C) and (D).

7. Any construction site operating under an approved site plan shall be subject to ongoing tree protection inspections by the City inspector. The city may at any time request additional or replacement tree protection measures for any measures that seem inadequate or non-functional.

CRITERIA FOR LANDSCAPE WAIVER REVIEW AND APPROVAL (Section 3.11.1)

1. That special conditions and circumstances exist which are peculiar to the property involved, and the same conditions are not applicable to other properties in the surrounding area.
2. That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
3. That the hardship has not resulted from the actions of the applicant.
4. That granting the waiver requested will not confer on the applicant any special privilege that is denied by this Code to other properties in the same district.
5. That granting the waiver is the minimum waiver that will make possible the reasonable use of the property.
6. That the granting of the waiver will be in harmony with the general purpose and intent of this ordinance, and will not be injurious to surrounding areas or otherwise detrimental to the public welfare

CONDITIONS OF APPROVAL

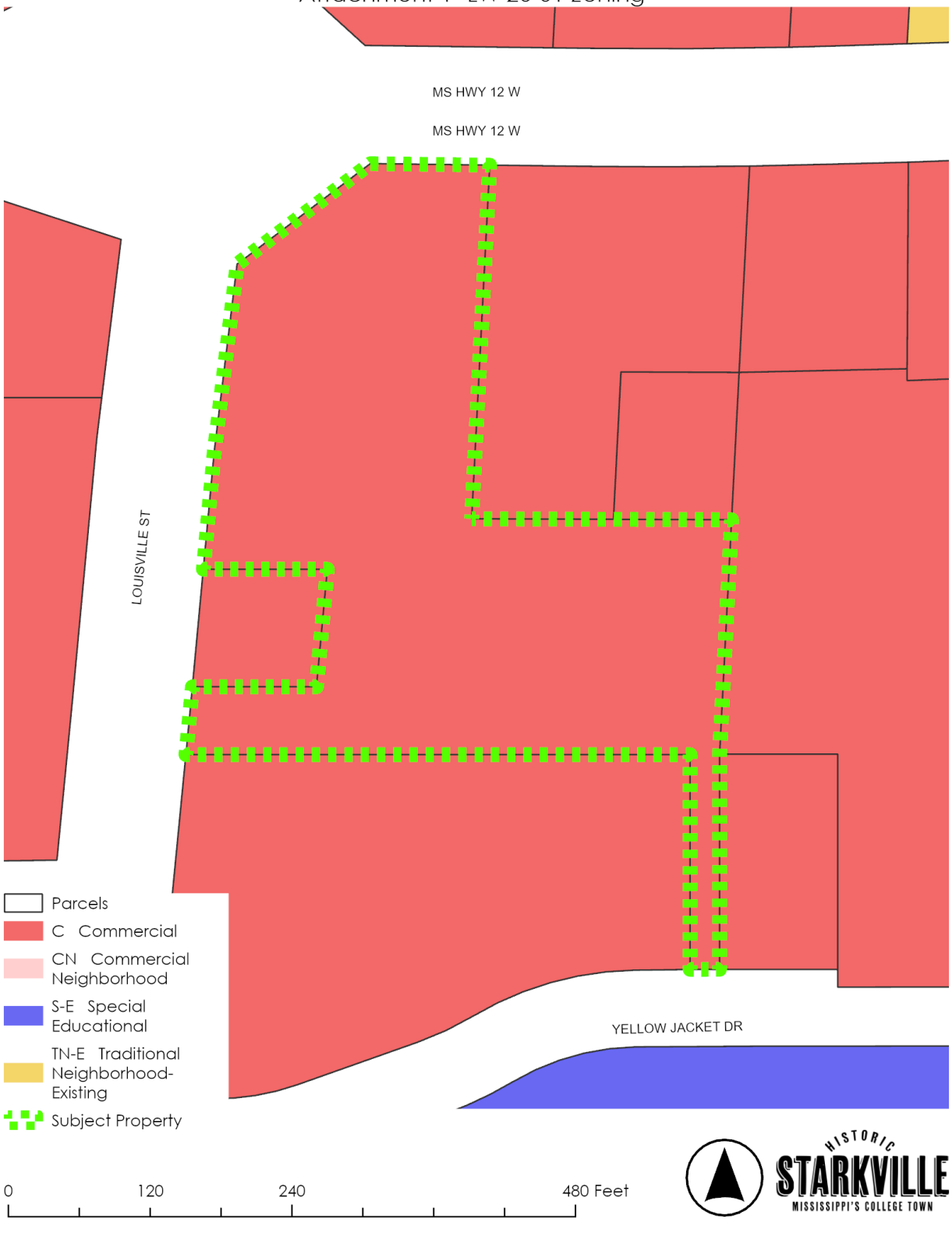
The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a landscape waiver shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, and/or site. (Section 3.11.2.E).

Attachment 1- LW 26-01 Aerial

0 120 240 480 Feet

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 1- LW 26-01 Zoning



Attachment 3- Application and Applicant Statement

LANDSCAPE WAIVER APPLICATION

City of Starkville
110 West Main Street
Starkville, MS 39759
Ph:662.323.2525
Email: buildingdept@cityofstarkville.org

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

APPLICANT'S INFORMATION

Name: Roddy.Rumbley **Phone:** 601-757-7178

Company Name: 5 Five Minute Express Starkville, LLC

Email: roddyrumbley@gmail.com

Address: PO Box 1836 Madison, MS 39130

PROPERTY OWNER'S INFORMATION *(IF NOT APPLICANT)*

Name: Roddy Rumbley **Phone:** 601-757-7178

Email: roddyrumbley@gmail.com

Address: PO Box 1836 Madison, MS 39130

PROPERTY INFORMATION

Property Address: 701 Louisville Street, Starkville, Mississippi

Parcel Number: 102G-00-036.00 **Current Zone District:** Select One

PROJECT INFORMATION

Project Name: 5 Minute Express Carwash Starkville

Reason for Waiver:

This request is for the removal of a 48" maple tree that is in the building setback zone. Several different arrangements were made as to minimize damage to the subject tree and leave it in place.

A new driveway will be required to access the subject property. Due to MDOT regulations, access to Highway 12 is not possible. The proposed location is as far away from HWY 12 on Louisville Street and will serve the proposed business as well as the business located immediately south of the site.

The fire department requires less than a 7% grade on any new driveways which results in excavation to a depth that is requiring regrading of that will impact the root system of the subject tree and most likely will result in its demise.

Therefore, to meet the development requirements of the City of Starkville and Mississippi Department of Transportation, and to provide access to two businesses the subject tree will be required to be removed due to the damage to the root system that will occur due to required grading.

Applicant's Signature: Roddy Rumbley **Property Owner's Signature:** Roddy Rumbley

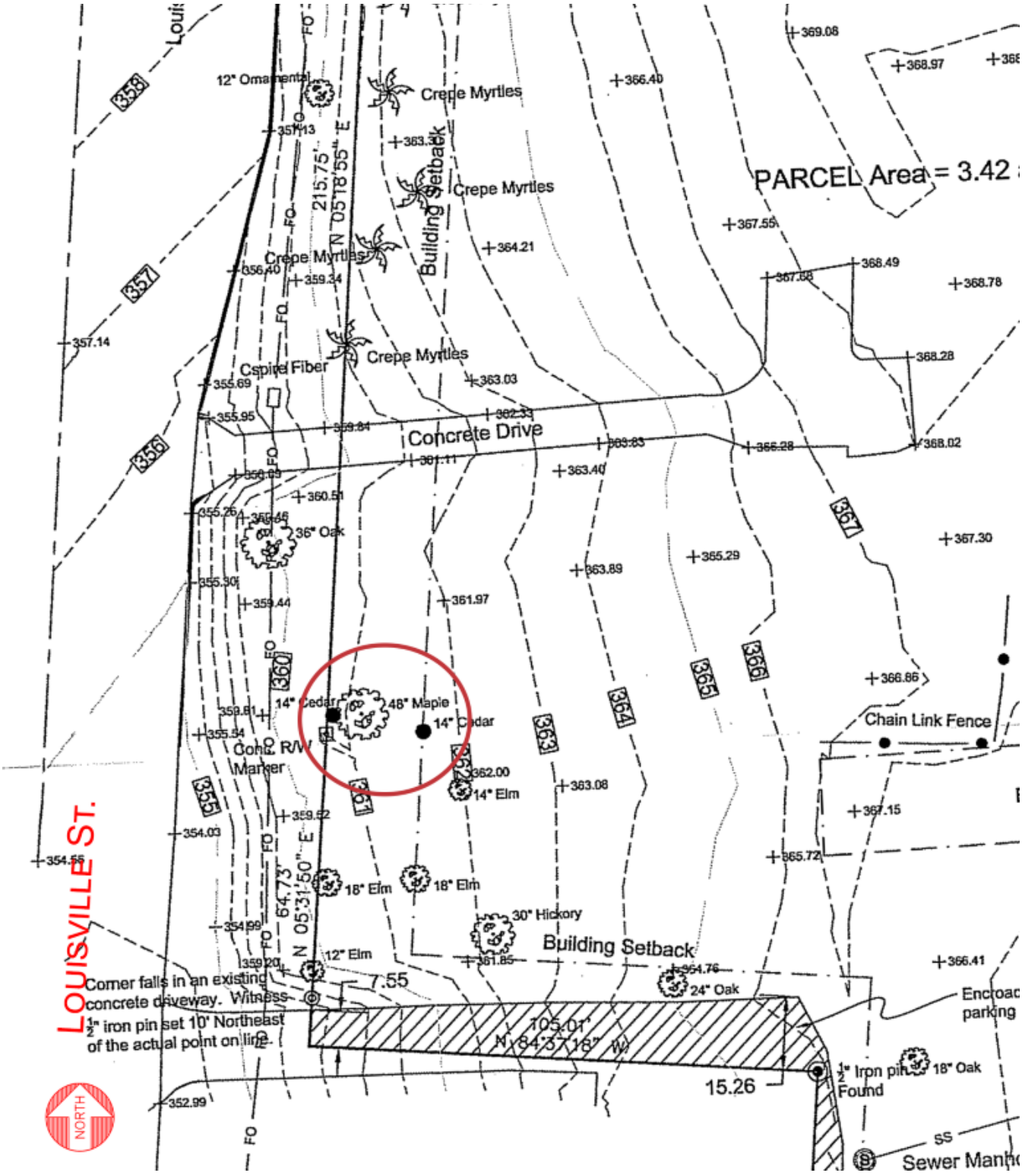
Date: 11/26/24 **Date:** 11/26/24

Attachment 4- Pictures of Tree

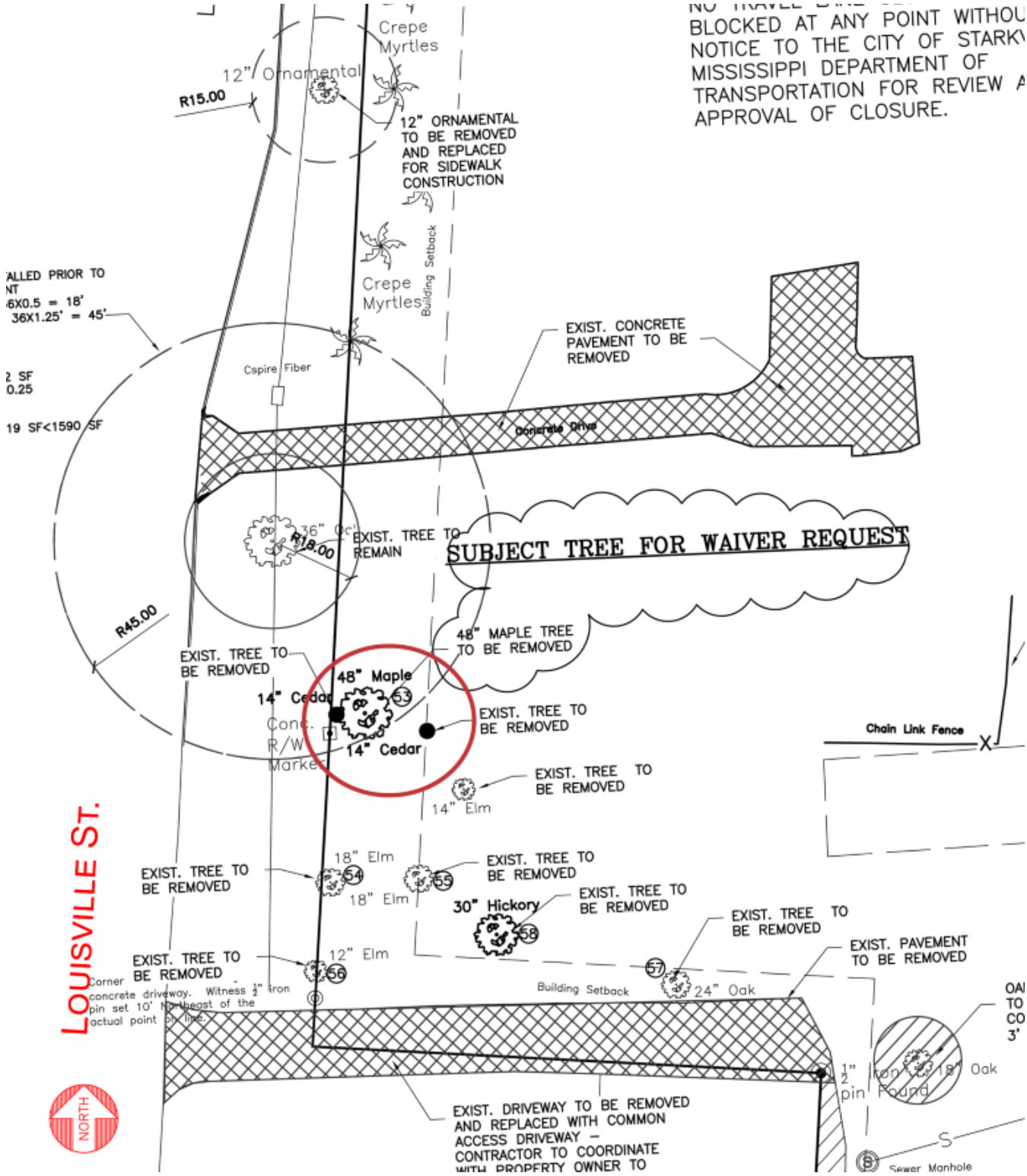
Subject Tree-48" Maple

Subject Tree-48" Maple

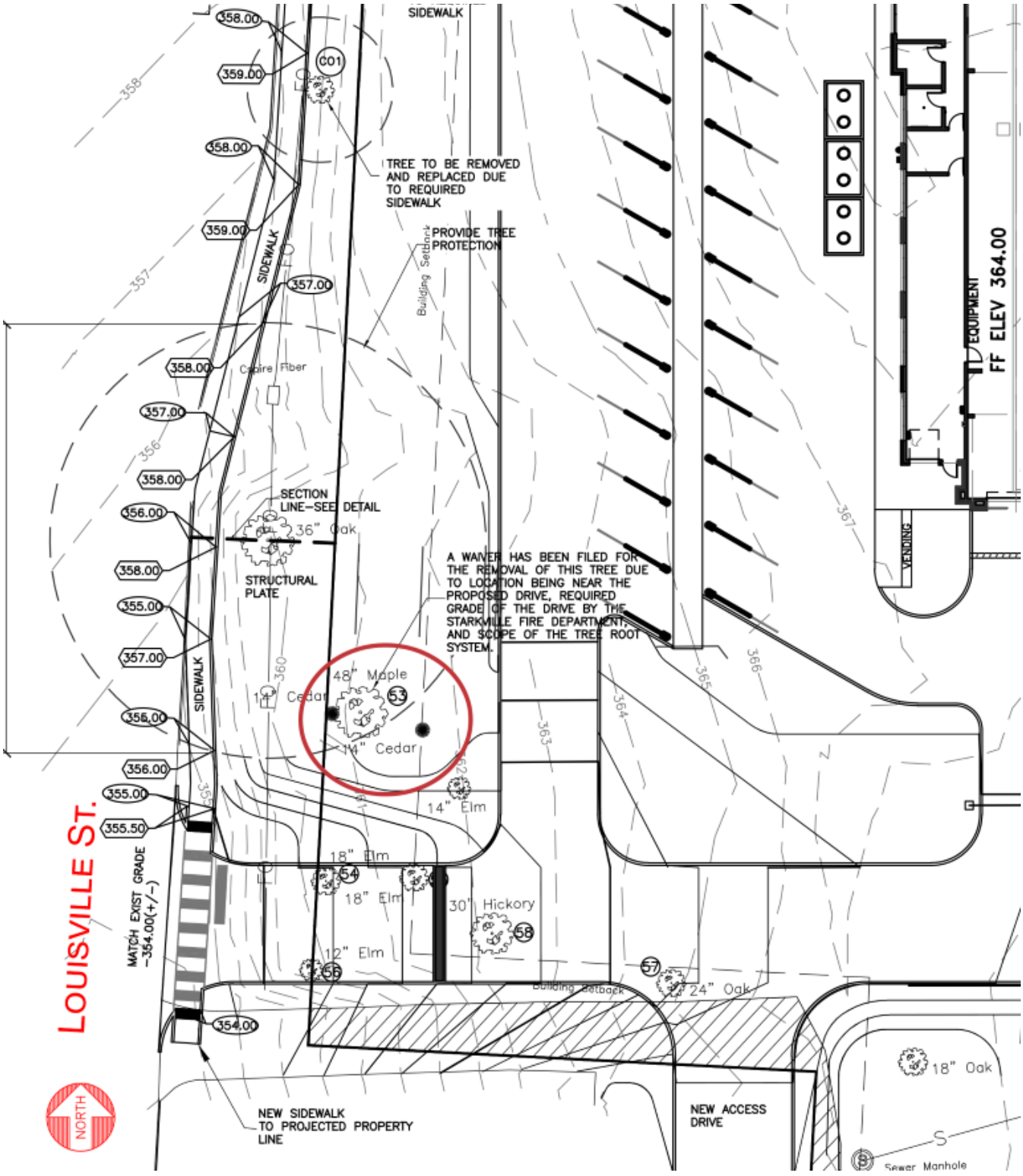
Attachment 5- Survey (cropped)



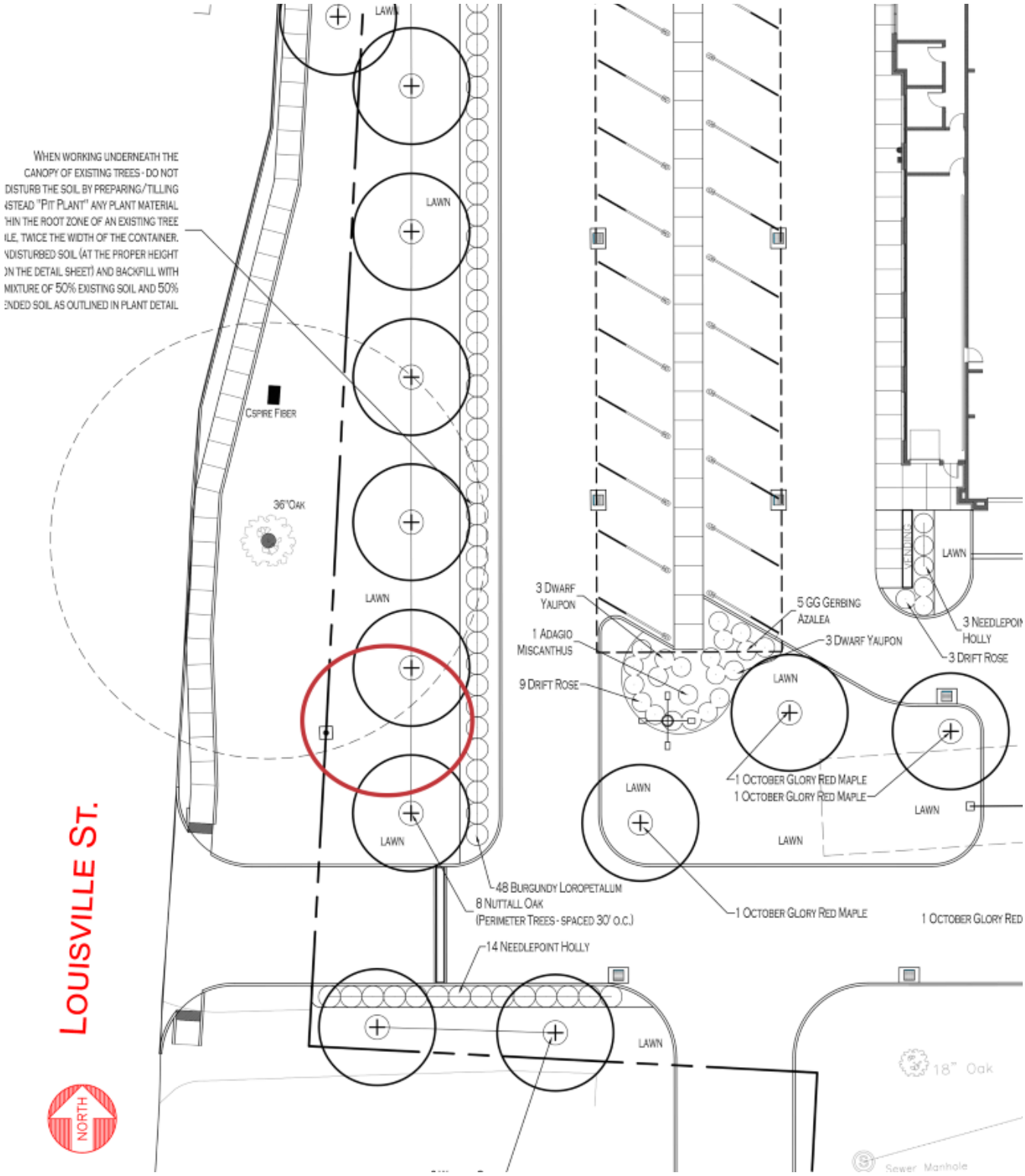
Attachment 6- Proposed Demolition Plan (cropped)



Attachment 7- Proposed Grading Plan (cropped)



Attachment 7- Proposed Landscape Plan (cropped)



Spring/Hwy 12 Linkage Tap	313	$19,762.60
Park And Rec Tourism	375	$5,854.22
Starkville Utilities		$319,348.59
Starkville Water		$360,746.49
Payroll		$1,133,230.32
Grand Total		$2,278,391.07

40. A MOTION TO GO INTO CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a Closed Session to determine if there is a proper cause for Executive Session. Upon the motion of Alderman Vaughn, seconded by Alderman Pochop, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Kim Moreland Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Kyle Skinner Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman William Pochop Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed. The Board entered closed session.

41. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to go into Executive Session for the purpose of discussion of personnel matter. Following a second by Alderman Pochop, the Board voted as follows to enter Executive Session:

Alderman Kim Moreland Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Kyle Skinner Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman William Pochop Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had decided to go into Executive Session for the purpose of discussion of personnel matter. The Mayor and Board then went into Executive Session.

42. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Vaughn offered a motion, seconded by Alderman Brooks, to exit executive session and return to open session. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board came out of executive session and the Mayor invited the public back in.

43. MOTION TO ADJOURN UNTIL APRIL 7, 2026 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Pochop, duly seconded by Alderman Vaughn, for the Board of Aldermen to adjourn the meeting until April 7, 2026 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

SIGNED AND SEALED THIS THE 7th DAY OF APRIL, 2026.

Attest:

_____
D. LYNN SPRUILL, MAYOR

_____
JOANNA MCLAURIN, CITY CLERK

AGENDA ITEM DEPT.: Mayors Office
CITY OF STARKVILLE COVERSHEET **AGENDA DATE: April 7, 2026**
RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1 of many

SUBJECT: Second public hearing to consider the adoption an ordinance to control the sale of synthetic Kratom and Kratom products within the city limits of Starkville.

SUMMARY: This is the second hearing on this matter. There are 3 options for consideration by the board. The first one bans all kratom products both natural and synthetic. The second bans the synthetic products only and the third bans all products but does not criminalize the use or possession. This possible action stems from recent concerns from citizens about the accessibility of synthetic Kratom and Kratom products being sold in convenience stores with easy access. The State of Mississippi made the sale available only to those over the age of 21 in the 2025 legislative session. Some of our surrounding local municipalities and counties are banning the sale of the product. Several Aldermen have expressed that they are interested in considering this action.

REQUESTING DEPARTMENT: Mayor's Office

FUNDING SOURCE: N/A

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org

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SUGGESTED MOTION: This is at the discretion of the board as to which alternative to select. There are 3 drafts.

Move to adopt the ordinance that bans both synthetic and natural kratom products from sale in the City of Starkville

Move to adopt the ordinance the bans only synthetic kratom products and derivatives from sale in the City of Starkville

Move to adopt the ordinance that bans both synthetic and natural kratom products from sale in the City of Starkville, but does not criminalize use and possession.

ORDINANCE TO AMEND THE CODE OF ORDINANCES TO BAN THE USE, POSSESSION, PURCHASE, DISTRIBUTION, SALE OR ATTEMPTED USE, POSSESSION, PURCHASE, DISTRIBUTION OR SALE OR PUBLIC DISPLAY FOR SALE OF SYNTHETIC KRATOM AND KRATOM PRODUCTS, AND FOR RELATED PURPOSES

WHEREAS, Kratom is a tropical tree (Mitragyna speciosa) that is native to Southeast Asia, and products prepared from kratom leaves are available in the United States online and in brick-and-mortar stores and are alleged to self-treat conditions such as pain, coughing, diarrhea, anxiety and depression, and opioid use disorder; and

WHEREAS, the United States Drug Enforcement Agency has listed kratom as a Drug and Chemical of Concern, citing the addictive properties of kratom, and its tendency to cause psychotic symptoms such as hallucinations, delusions and confusion in addicted individuals, and its effects on the human body that contribute to anorexia, weight loss, insomnia, hepatoxicity, and seizures; and

WHEREAS, the Food and Drug Administration has likewise warned the public of the addictive qualities of kratom stating that users of kratom have been observed to exhibit signs of Substance Abuse Disorder, including using kratom for longer than intended, using more kratom than intended, having cravings for kratom, continuing to use kratom despite adverse consequences (either physically or in their personal life), increasing the amount of kratom used to produce the same effect (tolerance), and experiencing withdrawal symptoms when kratom use was stopped (physical dependence); and

WHEREAS, law enforcement reports indicate that kratom is currently the leading cause of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of in-patient drug rehabilitation treatment in the State; and

WHEREAS, a report from the Mayo Clinic indicates that because of its unregulated status, kratom products purchased over the counter may contain levels of psychoactive ingredients exceeding the amount indicated on the packaging, and ingestion of the mislabeled products can contribute to cases of psychosis, illness, and even death, especially if taken in conjunctions with other substances; and

WHEREAS, neither kratom nor its known alkaloids are lawfully marketed in the United States as a prescription or over-the-counter drug product, dietary supplement, or a food additive in conventional food to treat any medical condition, and the Food and Drug Administration has determined that kratom is not appropriate for any such use; and

WHEREAS, the Mississippi Legislature during its 2025 Regular Session adopted House Bill 1077 placing restrictions on the possession and sale of kratom and kratom products,

namely, that no person shall sell or distribute Kratom products to any person under the age of 21 years, nor shall any person under the age of 21 years possess any kratom products; and

WHEREAS, House Bill 1077 authorized the governing authorities of each municipality to enact additional regulations and prohibitions on the possession, sell and distribution of kratom and kratom products; and

WHEREAS, pursuant to Miss. Code Ann. § 21-19-15 (1972, as amended), the governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality; and

WHEREAS, kratom and kratom products are presently available for purchase in the City of STARKVILLE, and due in part to the reasons stated herein, its continued availability even to individuals over the age of 21 is detrimental to public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED by the governing authorities of the City of STARKVILLE, Mississippi, the following, to-wit:

1. All of the matters and things recited in the premises sections of this Ordinance are found and determined to be true and accurate, and in accordance with lawful policing powers of the City of STARKVILLE, Mississippi.

2. Section 12 – Law Enforcement of the City of STARKVILLE Code of Ordinances shall be amended as follows 12.11 shall read (additions in bold italics): No person shall use, possess, purchase, distribute, or sale, or attempt to use, possess, purchase, distribute or sale or publicly display for sale any one or more of the following chemicals or substances, regardless of physical form or characteristic, within the city limits of the City of STARKVILLE, Mississippi:

(1) Salviadivinorum or salvinorum A: all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof an extract from any part of such plant, and every compound, manufactured salts derivative, mixture or preparation of such plant, its seeds or extracts;

(2) (6aR,1OaR)-9-(hydroxymethy1)-6,6dimethyl-3-(2-methyloctan-2-y1)-6a7, 10. 10a-tetrahydrobenzo[c]chromen-1-o1 - some trade or other names: HU210;

(3) 1-Pentyl-1-(1-naphthoy1) indole - some trade or other names: JWH-018/spice;

(4) 1-Butyl-3-(1-naphthoyl) indole - some trade or other names: JWH-073;

(5) 1-(3-[trifluoromethylphenyl]) piperazine - some trade or other names: TFMIP;

(6) 4-methoxymethcathione and Ethylcathinone;

(7) Products sold as "kratom", or any part of the plant Mitragyna speciosa, Mitragyna speciosa Korth., Mitragyna speciosa leaf extract, Mitragyna speciosa extract, whether growing or not, and any compound, manufacture, salt, derivative, capsule, tablet, caplet, gelcap, pill, powder, liquid, vegetative material, mixture, or preparation of the plant, including but not limited to any product containing mitragynine or 7- hydroxymitragynine (7-OH). a. This includes any Mitragyna speciosa specific alkaloids, isomers, esters, ethers, salts, and salts of isomers, esters, and ethers, including but not limited to synthetics or natural products which include the active ingredients in kratom, such as:

i. Ajmalicine (raubasine);
ii. Mitraphylline:
iii. Rhynchophylline;
iv. Mitragynine pseudoindoxyl;
v. Or other similar product(s) with the active ingredients or with similar structural analogs commonly found in Kratom, including:

1. Corynantheidine, 7-acetoxymitragynine, corynoxine A and B, 3-dehydromitragynine, 3-isocorynantheidine, 3- isopaynantheine, isomitraphylline, isospeciofoline, isospecionoxeine, mitraciliatine, mitrafoline, mitragynaline, mitraphyline, mitraspecin, paynantheine, speciociliatin, speciofolin, speciogynine, specionoxein, speciophylline, and stipulatine.

vi. This shall include every variation of products sold for human consumption or otherwise using the trade name Kratom or similar trade names or descriptors, including, but not limited to: Krathom, Kakuam, Ketum, Kratum, Ithang, Thang, Thom, Bial,, Biak-Biak, Mambog, Super K, Life Force K, K-Chill, Herbal Speedball, VivaZen, or K-shot.

(8) or any similar structural analogs. If any of the aforementioned substances shall be found in the possession of any person, unless specifically excluded herein, the substances shall be confiscated and destroyed by law enforcement officials.

(9) It shall not be an offense under subsection (a) above of this section if a person shall be acting at the direction of an authorized agent of STARKVILLE, Mississippi, to enforce or ensure compliance with this law prohibiting the use, possession, purchase, distribution or sale of the aforementioned substance.

(10) This section shall not apply to any person who shall commit any act described in this section pursuant to the lawful direction or prescription of duly-licensed physician or dentist authorized to direct or prescribe such act. This section shall not apply to the

inhalation of anesthesia for a medical or dental purpose which inhalation of anesthesia shall be administered by or under the supervision of a duly licensed physician or dentist.

(11) Any person found to be guilty of violating this section shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed $1,000.00, or imprisonment not exceeding six months, or both.

3. This ordinance shall go into effect thirty (30) days after passage. The City Clerk shall cause this ordinance to be published in full at least one (1) time in the local paper.

After public hearings and full discussion of this matter, Alderman _____ moved that that foregoing ordinance be adopted and said motion was seconded by Alderman _____and after having been reduced to writing, the vote and the results were as follows:

ALDERMAN KIM MORELAND	voted _____
ALDERMAND SANDRA SISTRUNK	voted _____
ALDERMAN KYLE SKINNER	voted _____
ALDERMAN MIKE BROOKS	voted _____
ALDERMAN WILLIAM POCHOP	voted _____
ALDERMAN ROY A'. PERKINS	voted _____
ALDERMAN HENRY S. VAUGHN	voted _____

WHEREUPON, the Mayor declared the foregoing Ordinance passed and adopted at a regular meeting of the Board of Aldermen on this the _____ day of _____, 2026.

_____
JOANNA MCLAURIN, CITY CLERK

_____
D. LYNN SPRUILL, MAYOR
CITY OF STARKVILLE, MISSISSIPPI

ORDINANCE TO AMEND THE CODE OF ORDINANCES TO BAN THE USE, POSSESSION, PURCHASE, DISTRIBUTION, SALE OR ATTEMPTED USE, POSSESSION, PURCHASE, DISTRIBUTION OR SALE OR PUBLIC DISPLAY FOR SALE OF CERTAIN KRATOM PRODUCTS, AND FOR RELATED PURPOSES

WHEREAS, Kratom is a tropical tree (Mitragyna speciosa) that is native to Southeast Asia, and products prepared from kratom leaves are available in the United States online and in brick-and-mortar stores and are alleged to self-treat conditions such as pain, coughing, diarrhea, anxiety and depression, and opioid use disorder; and

WHERAS, kratom is not lawfully marketed in the U.S. as a drug product, a dietary supplement, or a food additive in conventional food; and

WHEREAS, the United States Drug Enforcement Agency (US DEA) has listed kratom as a Drug and Chemical of Concern, citing the two major psychoactive ingredients (mitragynine and 7-hydroxymytragynine) and that consumption can lead to psychotic symptoms and psychological and physiological dependence; and

WHEREAS, the United States Food and Drug Administration (USFDA) has noted that 7-hydroxymitragynine (7-OH) is a naturally occurring alkaloid in the kratom plant but only a minor constituent that comprises less than 2% of the total alkaloid content in natural kratom leaves and that 7-OH demonstrates substantially greater mu-opioid receptor potency than kratom's primary alkaloid constituent mitragynine; and

WHEREAS. the USFDA has recommended a scheduling action to control certain 7-OH products under the Controlled Substances Act (CSA) and is specifically targeting 7-OH but is not focused on natural kratom leaf products; and

WHEREAS, law enforcement reports indicate that synthetic kratom is currently the leading cause of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of in-patient drug rehabilitation treatment in the State; and

WHEREAS, the Mississippi Legislature during its 2025 Regular Session adopted House Bill 1077 placing restrictions on the possession and sale of kratom products, namely, that kratom products are defined as a food or dietary supplement that consists of or contains kratom leaf or kratom leaf extract that does not contain any synthesized kratom alkaloids, other kratom constituents, or synthesized metabolites of any kratom constituent in which the level of 7-OH, on a percent weight basis, is not greater than one percent (1%) of the amount of total kratom alkaloids; and

WHEREAS, House Bill 1077 prohibits the preparation, distribution, or sale of any product that does not meet that bill's definition of a kratom product, including products containing a level of 7-OH that is greater than one percent (1%) of the alkaloid composition and not to exceed one-half ().5) milligram per container of the product and products containing any controlled substance listed in the Uniform Controlled Substances Act unless specifically excepted by House Bill 1077; and

WHEREAS, House Bill 1077 also places restrictions on the sale of kratom products, namely, that no person shall sell or distribute ~~synthetic~~ kratom products to any person under the age of 21 years, nor shall any person under the age of 21 years possess any products; and

WHEREAS, House Bill 1077 authorized the governing authorities of each municipality to enact additional regulations and prohibitions on the possession, sell and distribution of ~~synthetic~~ kratom and associated kratom products as they see fit; and

WHEREAS, pursuant to Miss. Code Ann. § 21-19-15 (1972, as amended), the governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality; and

WHEREAS, products not meeting the definition in House Bill 1077 of kratom products are presently available for purchase in the City of STARKVILLE, and due in part to the reasons stated herein, its continued availability even to individuals over the age of 21 is detrimental to public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED by the governing authorities of the City of STARKVILLE, Mississippi, the following, to-wit:

1. All of the matters and things recited in the premises sections of this Ordinance are found and determined to be true and accurate, and in accordance with lawful policing powers of the City of STARKVILLE, Mississippi.

2. Section 12 – Law Enforcement of the City of STARKVILLE Code of Ordinances shall be amended as follows 12.11 shall read :

(A) "Kratom product" means a food or dietary supplement that consists of or contains kratom leaf or kratom leaf extract that does not contain any synthesized kratom alkaloids, other kratom constituents, or synthesized metabolites of any kratom constituent in which the level of 7-hydroxymitragynine, on a percent weight basis, is not greater than one percent (1%) of the amount of total kratom alkaloids, as confirmed with a high-performance liquid chromatography testing method and not to exceed one-half (0.5) milligram per container. For the purposed of this paragraph, "synthesized" refers to

substances produced using directed synthetic or biosynthetic chemistry, as opposed to traditional food preparation techniques such as heating or extracting.

(B) No person shall possess, purchase, distribute, sell, display for sale or attempt to possess, purchase, distribute, sell or publicly display for sale any kratom product not meeting the definition of Section 12.11(A) or any of the synthesized substances represented as Kratom or as Kratom derivatives.

(C) This section shall not apply to any person who shall commit any act described in this section pursuant to the lawful direction or prescription of duly-licensed physician or dentist authorized to direct or prescribe such act. This section shall not apply to the inhalation of anesthesia for a medical or dental purpose which inhalation of anesthesia shall be administered by or under the supervision of a duly licensed physician or dentist.

(D) Any person found to be guilty of violating this section shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed $1,000.00, or imprisonment not exceeding six months, or both.

3. This ordinance shall go into effect thirty (30) days after passage. The City Clerk shall cause this ordinance to be published in full at least one (1) time in the local paper.

After public hearings and full discussion of this matter, Alderman _____ moved that that foregoing ordinance be adopted and said motion was seconded by Alderman _____and after having been reduced to writing, the vote and the results were as follows:

ALDERMAN KIM MORELAND	voted _____
ALDERMAND SANDRA SISTRUNK	voted _____
ALDERMAN KYLE SKINNER	voted _____
ALDERMAN MIKE BROOKS	voted _____
ALDERMAN WILLIAM POCHOP	voted _____
ALDERMAN ROY A'. PERKINS	voted _____
ALDERMAN HENRY S. VAUGHN	voted _____

WHEREUPON, the Mayor declared the foregoing Ordinance passed and adopted at a regular meeting of the Board of Aldermen on this the _____ day of _____, 2026.

_____

JOANNA MCLAURIN, CITY CLERK

_____

D. LYNN SPRUILL, MAYOR
CITY OF STARKVILLE, MISSISSIPPI

ORDINANCE TO AMEND THE CODE OF ORDINANCES TO BAN THE USE, POSSESSION, PURCHASE, DISTRIBUTION, SALE OR ATTEMPTED USE, POSSESSION, PURCHASE, DISTRIBUTION OR SALE OR PUBLIC DISPLAY FOR SALE OF SYNTHETIC KRATOM AND KRATOM PRODUCTS, AND FOR RELATED PURPOSES

WHEREAS, Kratom is a tropical tree (Mitragyna speciosa) that is native to Southeast Asia, and products prepared from kratom leaves are available in the United States online and in brick-and-mortar stores and are alleged to self-treat conditions such as pain, coughing, diarrhea, anxiety and depression, and opioid use disorder; and

WHEREAS, the United States Drug Enforcement Agency has listed kratom as a Drug and Chemical of Concern, citing the addictive properties of kratom, and its tendency to cause psychotic symptoms such as hallucinations, delusions and confusion in addicted individuals, and its effects on the human body that contribute to anorexia, weight loss, insomnia, hepatoxicity, and seizures; and

WHEREAS, the Food and Drug Administration has likewise warned the public of the addictive qualities of kratom stating that users of kratom have been observed to exhibit signs of Substance Abuse Disorder, including using kratom for longer than intended, using more kratom than intended, having cravings for kratom, continuing to use kratom despite adverse consequences (either physically or in their personal life), increasing the amount of kratom used to produce the same effect (tolerance), and experiencing withdrawal symptoms when kratom use was stopped (physical dependence); and

WHEREAS, law enforcement reports indicate that kratom is currently the leading cause of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of in-patient drug rehabilitation treatment in the State; and

WHEREAS, a report from the Mayo Clinic indicates that because of its unregulated status, kratom products purchased over the counter may contain levels of psychoactive ingredients exceeding the amount indicated on the packaging, and ingestion of the mislabeled products can contribute to cases of psychosis, illness, and even death, especially if taken in conjunctions with other substances; and

WHEREAS, neither kratom nor its known alkaloids are lawfully marketed in the United States as a prescription or over-the-counter drug product, dietary supplement, or a food additive in conventional food to treat any medical condition, and the Food and Drug Administration has determined that kratom is not appropriate for any such use; and

WHEREAS, the Mississippi Legislature during its 2025 Regular Session adopted House Bill 1077 placing restrictions on the possession and sale of kratom and kratom products,

namely, that no person shall sell or distribute Kratom products to any person under the age of 21 years, nor shall any person under the age of 21 years possess any kratom products; and

WHEREAS, House Bill 1077 authorized the governing authorities of each municipality to enact additional regulations and prohibitions on the possession, sell and distribution of kratom and kratom products; and

WHEREAS, pursuant to Miss. Code Ann. § 21-19-15 (1972, as amended), the governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality; and

WHEREAS, kratom and kratom products are presently available for purchase in the City of STARKVILLE, and due in part to the reasons stated herein, its continued availability even to individuals over the age of 21 is detrimental to public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED by the governing authorities of the City of STARKVILLE, Mississippi, the following, to-wit:

1. All of the matters and things recited in the premises sections of this Ordinance are found and determined to be true and accurate, and in accordance with lawful policing powers of the City of STARKVILLE, Mississippi.

2. Section 12 – Law Enforcement of the City of STARKVILLE Code of Ordinances shall be amended as follows 12.11 shall read (additions in bold italics): No person shall purchase, distribute, or sell, or attempt to purchase, distribute or sell or publicly display for sale any one or more of the following chemicals or substances, regardless of physical form or characteristic, within the city limits of the City of STARKVILLE, Mississippi:

(1) Salviadivinorum or salvinorum A: all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof an extract from any part of such plant, and every compound, manufactured salts derivative, mixture or preparation of such plant, its seeds or extracts;

(2) (6aR,1OaR)-9-(hydroxymethy1)-6,6dimethyl-3-(2-methyloctan-2-y1)-6a7, 10. 10a-tetrahydrobenzo[c]chromen-1-o1 - some trade or other names: HU210;

(3) 1-Pentyl-1-(1-naphthoy1) indole - some trade or other names: JWH-018/spice;

(4) 1-Butyl-3-(1-naphthoyl) indole - some trade or other names: JWH-073;

(5) 1-(3-[trifluoromethylphenyl]) piperazine - some trade or other names: TFMIP;

(6) 4-methoxymethcathione and Ethylcathinone;

(7) Products sold as "kratom", or any part of the plant Mitragyna speciosa, Mitragyna speciosa Korth., Mitragyna speciosa leaf extract, Mitragyna speciosa extract, whether growing or not, and any compound, manufacture, salt, derivative, capsule, tablet, caplet, gelcap, pill, powder, liquid, vegetative material, mixture, or preparation of the plant, including but not limited to any product containing mitragynine or 7- hydroxymitragynine (7-OH). a. This includes any Mitragyna speciosa specific alkaloids, isomers, esters, ethers, salts, and salts of isomers, esters, and ethers, including but not limited to synthetics or natural products which include the active ingredients in kratom, such as:

i. Ajmalicine (raubasine);
ii. Mitraphylline:
iii. Rhynchophylline;
iv. Mitragynine pseudoindoxyl;
v. Or other similar product(s) with the active ingredients or with similar structural analogs commonly found in Kratom, including:

1. Corynantheidine, 7-acetoxymitragynine, corynoxine A and B, 3-dehydromitragynine, 3-isocorynantheidine, 3- isopaynantheine, isomitraphylline, isospeciofoline, isospecionoxeine, mitraciliatine, mitrafoline, mitragynaline, mitraphyline, mitraspecin, paynantheine, speciociliatin, speciofolin, speciogynine, specionoxein, speciophylline, and stipulatine.

vi. This shall include every variation of products sold for human consumption or otherwise using the trade name Kratom or similar trade names or descriptors, including, but not limited to: Krathom, Kakuam, Ketum, Kratum, Ithang, Thang, Thom, Bial,, Biak-Biak, Mambog, Super K, Life Force K, K-Chill, Herbal Speedball, VivaZen, or K-shot.

(8) This section shall not apply to any person who shall commit any act described in this section pursuant to the lawful direction or prescription of duly-licensed physician or dentist authorized to direct or prescribe such act. This section shall not apply to the inhalation of anesthesia for a medical or dental purpose which inhalation of anesthesia shall be administered by or under the supervision of a duly licensed physician or dentist.

(9) Any person found to be guilty of violating this section shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed $1,000.00, or imprisonment not exceeding six months, or both.

3. This ordinance shall go into effect thirty (30) days after passage. The City Clerk shall cause this ordinance to be published in full at least one (1) time in the local paper.

After public hearings and full discussion of this matter, Alderman _____ moved that that foregoing ordinance be adopted and said motion was seconded by

Alderman _____and after having been reduced to writing, the vote and the results were as follows:

ALDERMAN KIM MORELAND	voted _____
ALDERMAND SANDRA SISTRUNK	voted _____
ALDERMAN KYLE SKINNER	voted _____
ALDERMAN MIKE BROOKS	voted _____
ALDERMAN WILLIAM POCHOP	voted _____
ALDERMAN ROY A'. PERKINS	voted _____
ALDERMAN HENRY S. VAUGHN	voted _____

WHEREUPON, the Mayor declared the foregoing Ordinance passed and adopted at a regular meeting of the Board of Aldermen on this the _____ day of _____, 2026.

_____
JOANNA MCLAURIN, CITY CLERK

_____
D. LYNN SPRUILL, MAYOR
CITY OF STARKVILLE, MISSISSIPPI

MISSISSIPPI LEGISLATURE
2025 Regular Session
To: Business and Commerce
By: Representative Yancey

House Bill 1077

AN ACT TO PROHIBIT PERSONS UNDER THE AGE OF TWENTY-ONE YEARS FROM ENTERING THE PREMISES OF A RETAILER THAT SELLS, STORES, OR MAINTAINS KRATOM PRODUCTS; TO PROHIBIT PERSONS UNDER THE AGE OF TWENTY-ONE YEARS FROM PURCHASING, RECEIVING, OR HAVING IN HIS OR HER POSSESSION ANY KRATOM PRODUCTS; TO PROHIBIT RETAILERS FROM SELLING ANY KRATOM PRODUCTS TO ANY PERSON UNDER THE AGE OF TWENTY-ONE YEARS; TO REQUIRE RETAILERS THAT SELL, STORE, OR MAINTAIN KRATOM PRODUCTS TO POST A SIGN IN A CONSPICUOUS PLACE AT OR NEAR EACH ENTRANCE STATING THAT ONLY PERSONS TWENTY-ONE YEARS OF AGE OR OLDER ARE PERMITTED TO ENTER THE PREMISES; TO DEFINE CERTAIN TERMS RELATING TO THIS ACT; TO PROVIDE PENALTIES FOR A VIOLATION OF THIS ACT; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. As used in this act, the following terms have the meanings as defined in this section, unless the context clearly indicates otherwise:

(a) "Kratom product" means a product containing any part of the leaf of the plant Mitragyna Speciosa, or an extract of it processed as a powder, capsule, pill, beverage, or any other edible or consumable form, or any product containing Mitragynine or 7-hydroxymitragynine.

(b) "Retailer" means any individual, partnership, corporation, cooperative association, or other business entity that sells, advertises, represents, or holds itself out as selling, kratom products to consumers at retail, or stores or maintains kratom products.

SECTION 2. (1) (a) No person under the age of twenty-one (21) years shall be permitted to enter the premises of a retailer that sells, stores, or maintains kratom products.

(b) No person under the age of twenty-one (21) years

shall purchase, receive, or have in his or her possession in any public place, any kratom product.

(2) (a) No retailer, nor any owner, operator, employee, representative, or agent of such retailer, shall sell, furnish, dispose of, give, or cause to be sold, furnished, disposed of, or given, any kratom product to any person under the age of twenty-one (21) years.

(b) Retailers that sell, store, or maintain kratom products shall post a sign in a conspicuous place at or near each entrance stating that only persons twenty-one (21) years of age or older are permitted to enter the premises.

SECTION 3. (1) (a) Any person under the age of twenty-one (21) years who falsely states he or she is twenty-one (21) years of age or older, or presents any document that indicates he or she is twenty-one (21) years of age or older, for the purpose of entering the premises of a retailer that sells, stores, or maintains kratom products shall be guilty of a misdemeanor, and shall be punished by a fine of not less than Two Hundred Dollars ($200.00), nor more than Five Hundred Dollars ($500.00), and a sentence to not more than thirty (30) days' community service.

(b) Any person under the age of twenty-one (21) years who purchases, receives, or has in his or her possession in any public place, any kratom product, shall be guilty of a misdemeanor and shall be punished by a fine of not less than Two Hundred Dollars ($200.00) nor more than Five Hundred Dollars ($500.00).

(2) (a) Any owner, operator, employee, representative, or agent of a retailer that sells, stores, or maintains kratom

products, who violates, or permits the violation of, Section 2 (1) (a) of this act, upon conviction, shall be punished by a fine of not more than One Thousand Dollars ($1,000.00), or imprisoned in the county jail not more than six (6) months, or by both such fine and imprisonment.

(b) Any owner, operator, employee, representative, or agent of a retailer that sells, stores, or maintains kratom products, who shall sell, furnish, dispose of, give, or cause to be sold, furnished, disposed of, or given, any kratom product to any person under the age of twenty-one (21) years, upon conviction, shall be punished by a fine of not more than One Thousand Dollars ($1,000.00), or imprisoned in the county jail not more than six (6) months, or by both such fine and imprisonment.

SECTION 4. This act shall take effect and be in force from and after July 1, 2025.

FDA NEWS RELEASE

FDA Takes Steps to Restrict 7-OH Opioid Products Threatening American Consumers

Agency alerts health care professionals and consumers of 7-hydroxymitragynine risks

More Press Announcements (/news-events/newsroom/press-announcements)

For Immediate Release:
July 29, 2025

The U.S. Food and Drug Administration today is taking a bold step to protect Americans from dangerous, illegal opioids by recommending a scheduling action to control certain 7-hydroxymitragynine (also known as 7-OH) products under the Controlled Substances Act (CSA).

The FDA is specifically targeting 7-OH, a concentrated byproduct of the kratom plant; it is not focused on natural kratom leaf products. 7-OH is increasingly recognized as having potential for abuse because of its ability to bind to opioid receptors. The FDA is releasing a new report (https://www.fda.gov/media/187899/download?attachment) to educate the public about the health concerns of 7-OH and its distinction from the kratom plant leaf.

"Today, we're taking action on 7-OH as a critical step in the fight against opioid addiction," **said HHS Secretary Robert F. Kennedy, Jr**. "We will protect the health of our nation's youth as we advance our mission to Make America Healthy Again."

This recommendation follows a thorough medical and scientific analysis by the FDA and is one of several efforts to address the agency's concerns around the growing availability and use of 7-OH opioid products. There are no FDA-approved 7-OH drugs, 7-OH is not lawful in dietary supplements and 7-OH cannot be lawfully added to conventional foods.

"Vape stores are popping up in every neighborhood In America, and many are selling addictive products like concentrated 7-OH. After the last wave of the opioid epidemic, we cannot get caught flat-footed again," **said FDA Commissioner Marty Makary, M.D., M.P.H.** "7-OH is an opioid that can be more potent than morphine. We need regulation and public education to prevent another wave of the opioid epidemic."

The availability of 7-OH products is a major concern to the FDA, as consumers can easily purchase products with concentrated levels of 7-OH online and in gas stations, corner stores and vape shops. The FDA is particularly concerned with the growing market of 7-OH products that may be especially appealing to children and teenagers, such as fruit-flavored gummies and ice cream cones. These products may not be clearly or accurately labeled as to their 7-OH content and are sometimes disguised or marketed as kratom. The FDA has also published educational materials (https://www.fda.gov/media/187900/download) for consumers to be more informed about these harmful products.

In June, the FDA issued warning letters to seven companies for illegally distributing products containing 7-OH, including tablets, gummies, drink mixes and shots. Today, the FDA is also issuing a letter to health

care professionals (https://www.fda.gov/media/187898/download?attachment) and is warning consumers (https://www.fda.gov/drugs/information-consumers-and-patients-drugs/hiding-plain-sight-7-oh-products) about the risks associated with 7-OH products.

Under the CSA, drugs, substances and certain chemicals are placed into one of five schedules based upon their medical use, potential for abuse and safety or dependence liability. The Drug Enforcement Administration is reviewing the recommendation and has the final authority on scheduling, which requires a rulemaking process that includes a period for the public to provide comments before any scheduling action is finalized.

Related Information

- Hiding in Plain Sight: 7-OH Products (/news-events/public-health-focus/hiding-plain-sight-7-oh-products)

Media:
HHS Request for Comment (https://www.hhs.gov/request-for-comment-form/index.html?Agency=ASPA)
202-690-6343 (tel:202-690-6343)

Consumer:
888-INFO-FDA (tel:888-INFO-FDA)

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The FDA, an agency within the U.S. Department of Health and Human Services, protects the public health by assuring the safety, effectiveness, and security of human and veterinary drugs, vaccines and other biological products for human use, and medical devices. The agency also is responsible for the safety and security of our nation's food supply, cosmetics, dietary supplements, radiation-emitting electronic products, and for regulating tobacco products.

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FDA NEWS RELEASE

FDA Seizes 7-OH Opioids to Protect American Consumers

More Press Announcements (/news-events/newsroom/press-announcements)

For Immediate Release:
December 02, 2025

The U.S. Food and Drug Administration, in coordination with the U.S. Department of Justice, announced today that the U.S. Marshals Service seized approximately 73,000 units of 7-hydroxymitragynine (7-OH) products—valued at roughly $1 million—from three firms in Missouri.

The seizure focused on foods and dietary supplement products—including liquid shots and tablets—containing concentrated 7-OH as an added ingredient. Concentrated 7-OH is increasingly recognized as having potential for abuse because of its ability to bind to opioid receptors. It cannot be lawfully added to dietary supplements or conventional foods. These products are considered adulterated because 7-OH does not meet applicable safety standards. Also, the FDA has not approved 7-OH for medical use.

"This enforcement action is a strong step to protect Americans from the dangers of concentrated 7-OH products, which are potent opioids," **said FDA Commissioner Marty Makary, M.D., M.P.H.** "We must be proactive and vigilant to address emerging threats to our communities and our kids."

The FDA worked closely with the Missouri Department of Health and Senior Services in this enforcement action, which builds on the FDA's comprehensive efforts (https://www.fda.gov/news-events/public-health-focus/hiding-plain-sight-7-oh-products) to protect Americans from dangerous, illegal opioid substances. In July of this year, the FDA recommended the scheduling of certain 7-OH products under the Controlled Substances Act and issued warning letters (https://www.fda.gov/news-events/press-announcements/fda-issues-warning-letters-firms-marketing-products-containing-7-hydroxymitragynine) to companies for illegally distributing products containing 7-OH, including tablets, gummies, drink mixes and shots. FDA also notified health care professionals (https://www.fda.gov/media/187898/download?attachment) and informed consumers (https://www.fda.gov/consumers/consumer-updates/products-containing-7-oh-can-cause-serious-harm) of the risks associated with concentrated 7-OH products.

"The rise in the use of concentrated 7-OH as an illegal ingredient in foods and dietary supplements is of particular concern for the FDA," **said FDA Deputy Commissioner for Human Foods, Kyle Diamantas, J.D.** "Actions like those announced today put a marker down that our agency will not tolerate the use of this dangerous ingredient in foods and dietary supplements, especially in products that are accessible to our nation's youth."

These recent operations demonstrate coordinated federal enforcement efforts against concentrated 7-OH products. The FDA reminds all manufacturers and

IN THE CIRCUIT COURT OF LEE COUNTY, MISSISSIPPI

MOHAMED GAMIEL **APPELLANT**

V. **CAUSE NO.** UV26-012(PF)C

CITY OF TUPELO, MISSISSIPPI,
TUPELO CITY BOARD OF ALDERMAN **APPELLEES**

NOTICE OF APPEAL

COMES NOW Appellant Mohamed Gamiel, pursuant to Miss. Code Ann. § 11-51-75, and files this appeal of the City of Tupelo, Mississippi and its Board of Alderman's decision, on February 3, 2026, banning any person to "use, possess, purchase, distribute, or sale, or attempt to use, possess, purchase, distribute, or sale or publicly display for sale" a substance commonly referred to as "kratom." In support thereof, Appellant avers as follows:

I. Background Facts

1. Appellant Mohamed Gamiel is the owner of a retail store within the City of Tupelo who displays to sell and sells the substance referred to in the unnumbered ordinance as "kratom". The ordinance states

FILED
FEB 13 2026
CAMILLE ROBERTS DULANEY
LEE CO. CIRCUIT CLERK
D.C.

that it is intended to amend § 19-131 of the City of Tupelo Code of Ordinances.

2. "Kratom" is a natural substance derived from the *mitragyna speciosa*, a tropical evergreen tree in the coffee family native to Southeast Asia. The leaves of this tree have been used for centuries as an herbal supplement in traditional medicines.

3. Naturally occurring kratom is a safe herbal supplement that is used by millions of people for pain management, energy, depression and anxiety. Kratom is not a synthetic substance or a drug.

4. As a consequence of this ordinance, Appellant is directly injured by the ordinance, in the loss of revenue and the value of assets owned, and has standing to bring this appeal.

5. The ordinance was passed by the Tupelo City Board of Alderman on February 3, 2026. Therefore, this appeal is timely-filed pursuant to Miss. Code Ann. § 11-51-75, being filed within 10 days of the Board's adoption of the ordinance.

II. Grounds for Appeal

6. The grounds for the appeal are numerous, including but not limited to: Tupelo's adoption of the ordinance was arbitrary and not

supported by substantial evidence. In fact, no evidence was cited by the City in support of this ordinance, other than self-serving statements in the ordinance itself, without any citations to actual evidence or supported facts, in violation of the rights of due process of law, equal protection of law, the right of free speech, among others, protected by the Mississippi Constitution.

7. Additionally, Appellant personally knows many individuals of all ages who have indicated they would be literally disabled by this ban because kratom helps alleviate pain, anxiety, depression, and other medical ailments. Without access to kratom, many of these individuals will resort to more dangerous and potentially deadly street drugs due to the lack of any other effective remedy.

III. Designation of Record

8. No public hearings were held regarding this ordinance. Consequently, any transcript or other information relied upon by Tupelo in adopting this ordinance is solely in its possession.
9. Therefore, Appellant designates the record in this matter to include all writings, matters, items, documents, plats, maps and

transcripts of proceedings related to the consideration and passage of this ordinance by the City of Tupelo and its Board of Alderman.

10. Pursuant to Miss. Code Ann. 11-51-75(a)(iv), a copy of this Notice is being hand-delivered to the Mayor and City Clerk.

FOR THE FOREGOING REASONS, Appellant respectfully requests that this appeal be accepted and docketed by the Circuit Court; that the City Clerk assemble a complete record of proceedings to include all writings, matters, items, documents, plats, maps, and transcripts of proceedings related to the adoption of this ordinance, and certify that the record is accurate and complete upon delivery to the Circuit Clerk within 30 days; that a briefing schedule be established by the Court; and that a date be set for hearing of this matter.

Respectfully submitted,

BY:

BRADLEY S. CLANTON; MSB #10505

Bradley S. Clanton (MSB # 10505)
CLANTON LAW FIRM, PLLC
2735 Clarkson Road
Eupora, Mississippi 39744
Phone: 601-454-8794
Email: brad@clantonlawms.com
www.clantonlawms.com

Attested to by:

Mohamed Gamiel

STATE OF MISSISSIPPI
COUNTY OF LEE

SUBSCRIBED and SWORN to before me this:

13 day of February, 2026

BILL BENSON. Chancery Clerk
and Ex-Officio Notary Republic
By _____ D.C.
My commission Expires first Monday in January 2028

Notary Public

Lee County, State of Mississippi

My commission expires: _____

FILED

FEB 13 2026

CAMILLE ROBERTS DULANEY
LEE CO. CIRCUIT CLERK
_____ D.C.

What is Kratom?

- Kratom tree (Mitragyna Speciosa) is indigenous to Southeast Asia.
- Traditionally used for pain relief and energy by agricultural workers.
- Kratom and coffee are members of the Rubiaceae family of plants.
- Strains: Red, Green, White

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Nature's Symphony Orchestra

- Kratom has over 40 alkaloids. The most abundant is mitragynine. 7-hydroxymitragynine (7OH) is found in less than 2% of the plant (most often in trace amounts).
- Kratom is most stimulating (similar to coffee) at low doses. Higher doses can cause relaxing and analgesic effects.
- Kratom is a partial opioid agonist, unlike full agonists like oxycodone, fentanyl and heroin.

Who Uses Kratom & Why?

61% Women

Avg Age is 40 yrs old

84% College Educated

91% for Pain Relief

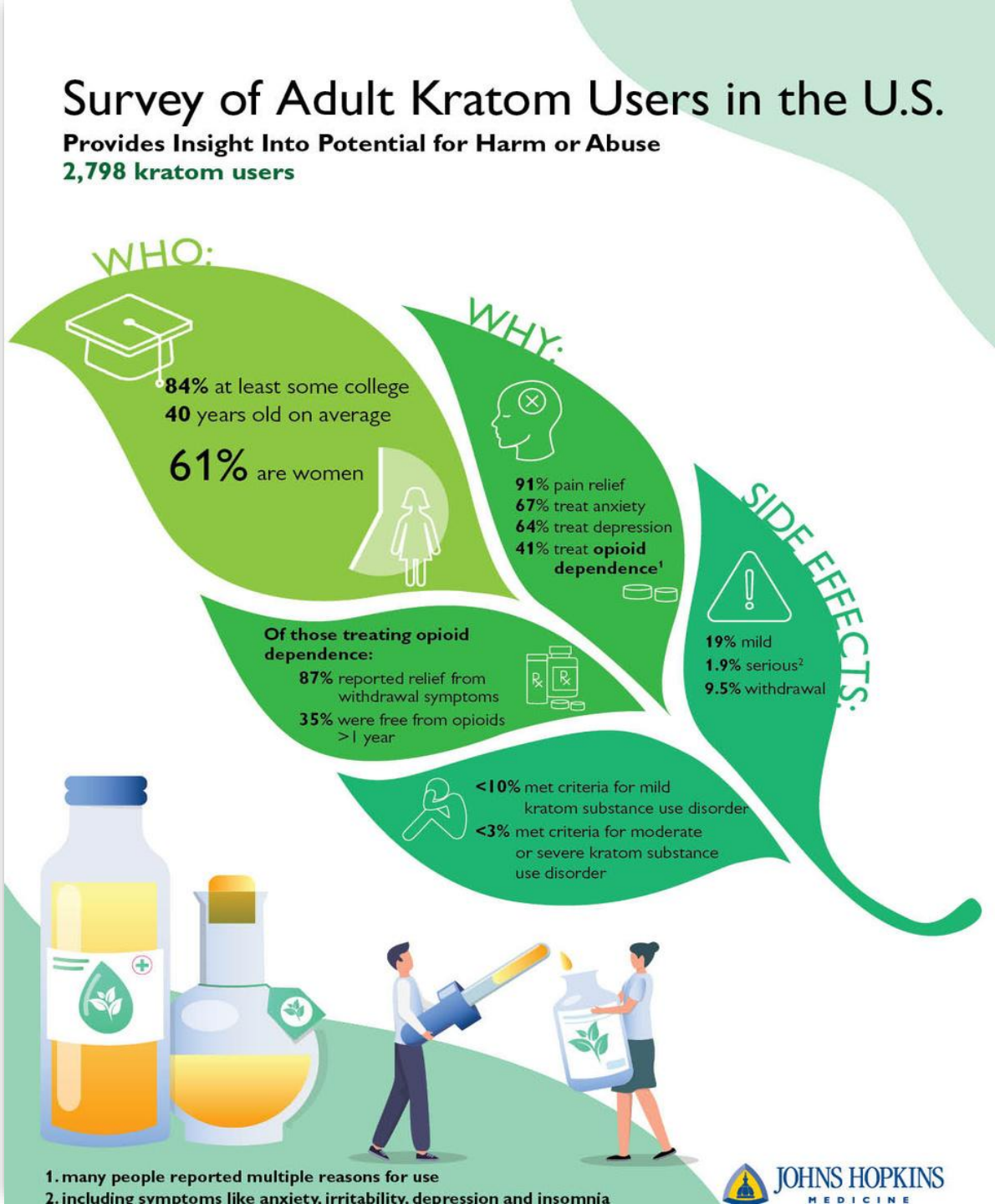
67% Anxiety

64% Depression

41% Opioid Dependence

Of those using it for opioid withdrawal, 87% reported relief from withdrawal symptoms.

35% were free from Opioids for >1 year. (14)



A Pain & Mental Health Perspective

- Low serving amounts have been reported to alleviate or control chronic pain, improve anxiety symptoms and even aid in depression.
- Higher doses are often used for acute pain or more severe mental health challenges.
- Serving sizes vary between individuals due to varying levels of pain and other symptoms.
- Less is more with Kratom. Consumers should take the lowest dose possible to achieve the desired effects. Breaks are suggested to avoid tolerance.
- Kratom produces effects within 15-20 minutes of consumption and lasts 3-6 hours.
- Consumers select strains to achieve desired effects:

  Red – Pain

  Green – Pain & Mood

  White – Energy

- Higher Kratom consumption, especially if consumed due to addiction tendencies, may cause withdrawals to be more pronounced due to Post Acute Withdrawal Syndrome (PAWS).

Kratom vs. Pharmaceuticals

- Dependence does not mean addiction.
- OTC medications are often not sufficient to treat severe pain.
- We are in the midst of an opioid epidemic crisis! Opioid prescriptions are being restricted or even denied. Many pain patients, out of desperation, have turned to alternative forms of pain control (Kratom and Cannabis). To restrict access to these alternatives will result in suicides and black-market purchases (which often contain deadly Fentanyl).
- Many patients prefer to treat their symptoms with plant supplements rather than pharmaceuticals.
- Many physicians are not educated about kratom and can stigmatize patients who opt to use alternative medicine.
- Organizations like the Veterans Administration (VA) are unable to legally recommend kratom although many veterans could benefit from the pain and PTSD relief that kratom can provide.

Synthetic Products are NOT Kratom

- 7 Hydroxymitragynine (7-OH) is a metabolite of mitragynine. It is less than 1% of the natural plant.
- 7-OH products have a binding affinity 14-22 times greater than morphine.
- Animal studies have demonstrated respiratory depression.
- Extreme addiction concerns.
- Many products have brand names that allude to narcotics.

7-OH Synthetics

These are NOT Kratom!

Product Facts

Servings per Pack: 2 Servings

Serving Size: Half Tablet (0.175g)

	Amount Per Serving	% Daily Value
Mitragynine Pseudoindoxyl	15 mg	*
Mitragynine	5 mg	*
Caffeine	12.5 mg	*

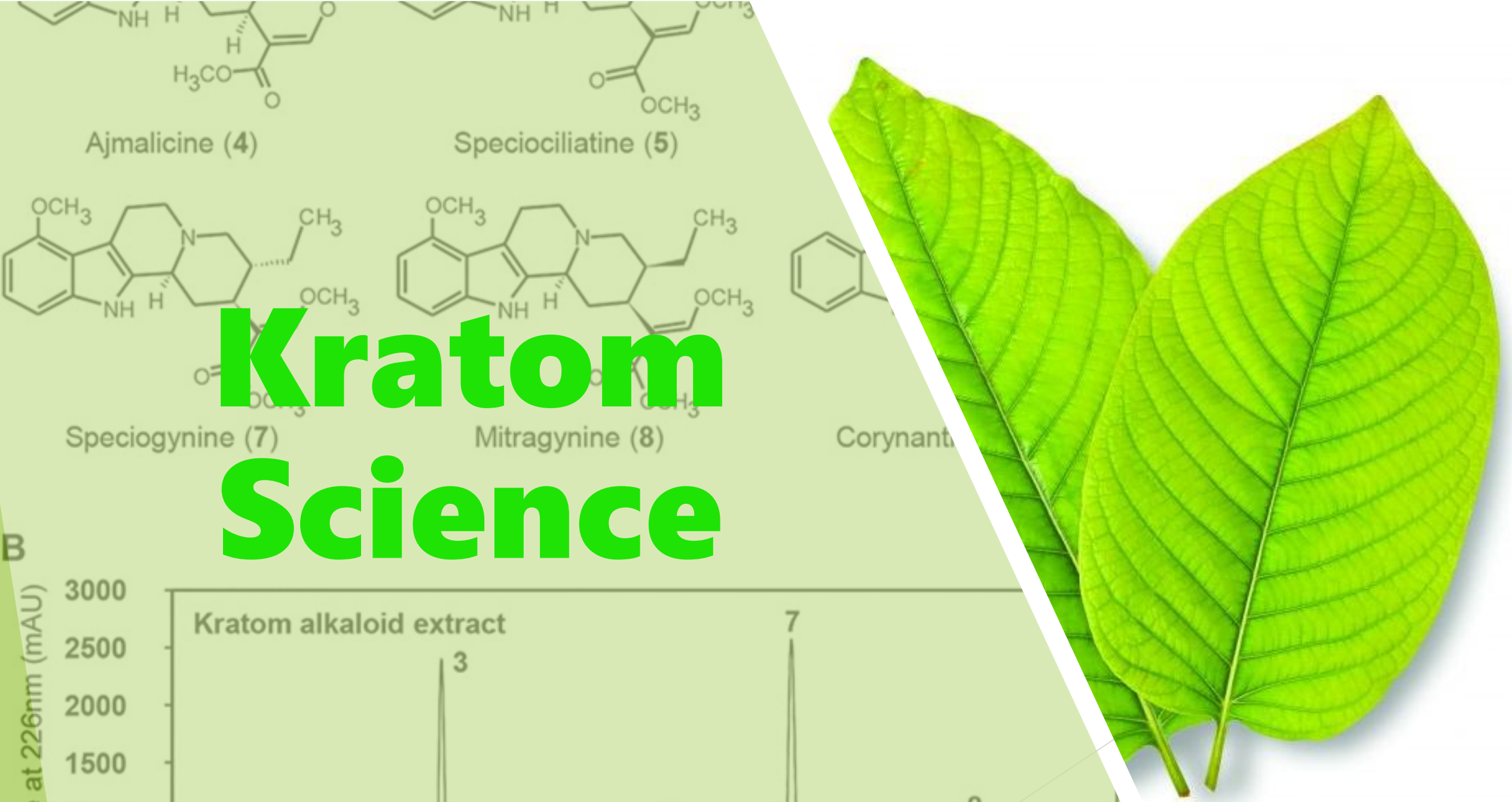
*Not a significant source of saturated fat, trans fat, cholesterol, dietary fiber, total sugars, added sugars, vitamin D, potassium, calcium, or iron.

Ingredients: Microcrstalline Cellulose, Dicalcium Phosphate, Silicon Dioxide, Magnesium Strearate, Food Grade Colorant, Mitragynine Pseudoindoxyl, Mitragynine, Caffeine

THIS PRODUCT CONTAINS MITRAGYNA SPECIES LEAF EXTRACT.

Warnings:

Kratom Science



Mayo Clinic
vs.
Johns Hopkins
&
University of Florida

MAYO CLINIC

Mayo Clinic has never conducted research on Kratom. The information cited on their website is not supported by any scientific study or any real-world experience.

Johns Hopkins and **University of Florida** are championing Kratom research. Each boast a team of researchers committed to furthering the science around Kratom. Many of the lead researchers have published several papers helping consumers and the medical community understand this plant supplement.

JOHNS HOPKINS MEDICINE

UF UNIVERSITY of FLORIDA

Reported Physical Effects of Kratom

✡ Correlation Does Not Imply Causation ✡

Reported Physical Effects of Kratom

Correlation Does Not Imply Causation

Many of the claims regarding kratom's effects come from individual case reports or anecdotal accounts.

As a result, these reports are often prone to bias and do not establish causality.

Many cited case reports have confounding variables such as polypharmacy, pre-existing health conditions and lifestyle factors (like diet, exercise, and substance use).

Without isolating these variables, it becomes difficult to determine if kratom is the sole cause of the reported outcomes.

Read Terms Carefully.

Beware of Jumping to Conclusions!

- The terms often used in reports such as:

  “linked to”

  “related to”

  “associated with”

  “potential effects”

- These terms reflect uncertainty and a lack of direct evidence.
- The use of terms that imply causality without supporting evidence can lead to misleading impressions, especially in public health communications or media reports.
- This can create unnecessary fear or stigma surrounding the use of kratom.

Comprehensive Review 2024 Liver Toxicity

Kratom

Nine (9) single case studies cited for evidence of liver toxicity since 2011.

All single case studies citing liver toxicity have confounding variables such as co-occurring substances, underlying conditions, and lack of product information.

None were fatal.

Tylenol (Acetaminophen)

Tylenol liver toxicity: 30,000 people are hospitalized each year for acetaminophen toxicity. (420,000 since 2011).

Acetaminophen toxicity is the number one cause of liver transplantation in the United States.

300 people die annually from acetaminophen toxicity.

Comprehensive Review 2024
Other Single Case Studies

Seizures: 4 single case reports

Cardiotoxicity: 2 single case reports, 1 experiment on cardiac cells

The terms often used in reports such as "linked to," "related to," "associated with," and "potential effects“, reflect uncertainty and a lack of direct proof. The use of terms that imply causality without supporting evidence can lead to misleading impressions. This can create unnecessary fear or stigma surrounding the use of kratom, despite the lack of conclusive evidence linking it to harmful effects in many cases.

FDA Single Ascending Dose Study 2024

Randomized Controlled Trial

- To determine the tolerability of kratom.
- Subjects in both groups had nausea at 12 grams (24 capsules).
- Baylor College of Medicine is currently conducting a human abuse potential (HAP) study.

Key Kratom Study Findings

Whole leaf kratom **does not** lead to respiratory depression.

It does not recruit the beta-arrestin pathway like classical opioids

A large John Hopkins survey indicates that <10% report symptoms of mild Kratom Use Disorder.

Kratom has a wide safety range in dosing.

An FDA study demonstrated no adverse effects (other than nausea) for 12 grams (24 capsules) in a 5-minute period of time.

Despite millions of users, there are rare reports of physical harm from kratom alone.

1. **Dr. Marilyn Huestis, AB, MS, PhD (Toxicologist)**
   Dr. Huestis stresses the importance of a balanced, evidence-based approach to kratom regulation. She clarifies that most reported "kratom overdose deaths" involved poly-substance use, adulterated products, or incomplete testing — not kratom alone. Testimonies: Video 1, Video 2.

2. **Dr. Christopher McCurdy PhD, FAAPS (Professor of Medicinal Chemistry, Pharmacologist)**
   Dr. McCurdy has demonstrated that kratom's primary alkaloids (mitragynine and 7-hydroxymitragynine) provide pain relief without the high risk of respiratory depression associated with opioids. His testimony also points to kratom's promise as an aid in opioid withdrawal therapy. Video Testimony.

3. **Dr. Kirsten Smith PhD (University of Florida Researcher)**
   Dr. Smith's research shows kratom's potential as a harm-reduction tool, particularly for reducing opioid cravings and withdrawal symptoms. Video Testimony.

4. **Dr. Ed Boyer MD/PhD (Renowned Toxicologist)**
   Dr. Boyer notes that adverse events tied to kratom are usually linked to contamination, misuse, or underlying conditions — not the plant itself. He emphasizes the importance of continued research over prohibition. Video Testimony.

5. **Dr. Jack Henningfield (Addiction Research Expert)** - ***Adjunct professor of behavioral biology at the Johns Hopkins School of Medicine***
   Dr. Henningfield highlights kratom's role as a safer alternative for individuals with opioid dependence and urges against classifying kratom as inherently dangerous without acknowledging its therapeutic potential. Video Testimony.

6. **Dr. Nora D. Volkow MD (Director of the National Institute on Drug Abuse (NIDA) at the National Institutes of Health)**
   Dr. Volkow has taken a measured approach to kratom, advocating for more research and appropriate regulation instead of a federal ban. NIDA is actively funding research on kratom and its alkaloids, including mitragynine, with over $30 million in grants dedicated to its study. This research aims to understand its potential benefits for treating pain and opioid withdrawal. Video Testimony

Addiction
DRUGS
ABUSE
Nicotine
Symptoms
Smoking
Substance
Tobacco
REHAB
EXCESS
FOOD
HEROIN
Dependence
SMOKING
DRUG ABUSE
ALCOHOLIC
COMPULSION
Amphetamines
TOBACCO
DEPENDENCE
OXYCODONE
METH
CONTROL
GHB
Alcohol
TOLERANCE
Methadone
Crystal Meth
Benzodiazepines
ANXIETY
WITHDRAWAL

Kratom – A Harm Reduction Perspective

- Any transition away from “one pill kills” is a win!
- Since Kratom is a partial opioid agonist and does not suppress breathing, it becomes a much safer option than opioids or illicit drugs.
- Kratom can be an affordable option when drug rehabilitation stays or ongoing suboxone treatment is not possible.
- Kratom effectively “pushes the pause button” on cravings making it possible for addicts to discontinue using dangerous substances. *NOTE: Kratom is not to be taken in conjunction with alcohol.*
- Kratom has been shown to reduce alcohol cravings.
- Those suffering from Substance Use Disorder can have physical pain conditions. Kratom can be a viable option to treat their pain and to transition them away from harmful opioids or illicit drugs.

Kratom's Addiction Profile

- Addictive 7-OH products are being misrepresented as Kratom which causes confusion.
- The vast majority of Kratom consumers are not abusing these products.
- Caution should be taken if consuming Kratom extracts since they contain more concentrated mitragynine content and can more quickly cause tolerance issues.
- Kratom does have the potential to lead to dependence in some individuals (especially those with past drug abuse), especially if misused.

Withdrawals

"When kratom withdrawal occurs, consumers usually characterize it as mild to moderate and specify symptoms such as kratom craving, low energy, fatigue, irritability, fatigue, anxiety, depressed mood, restless legs, difficulty sleeping gastrointestinal upset, cold and hot flashes, goosebumps, and muscle twitches." (17)

Kratom * Government * Regulations * Safety

FDA & DEA

The FDA has had a long-standing concern regarding Kratom claiming safety concerns, lack of regulation, potential for abuse and lack of scientific evidence.

Timeline & Facts

2016	The DEA announced intent to reclassify Kratom as a schedule one substance.
2016	Due to public outcry, the rescheduling is postponed.
2018	In August, HHS Assistant Secretary for Health Brett Giroir MD formally withdrew the FDA's scheduling recommendation for kratom, citing "disappointingly poor evidence & data and a failure to consider the overall public health.“ This is the first time in history that the DEA has withdrawn a scheduling request.
2024	FDA announces their intent to conduct a Human Abuse Potential (HAP) Study for Kratom.
2024	FDA conducts Single Ascending Dose (SAD) Study and finds that Kratom is safe so HAP study can occur at a future date.
2024	FDA refuses to testify in a court case. "They [FDA] have refused to provide us with witnesses or documents to support our position . . . The reason they gave was that they have not yet made a determination regarding whether kratom is dangerous.”
2025	**FDA publishes safety notice regarding 7-OH products. On July 29, 2025, the FDA admonishes the DEA to begin scheduling process for 7-OH products.**

2026 Kratom State Legality & Legislation

Legal kratom states that have passed the KCPA are in Blue

Legal kratom states are in Green

States with some known local bans are in yellow

States with kratom bans are in Red

States with proposed bans are purple

Blue – Legal & KCPA passed

Green – Lega states

Yellow – States with some local bans

Red – States with kratom bans in place

Why Should Your City Pass The Kratom Consumer Protection Ordinance?

- Age restricted
- Good Manufacturing Practices (GMP)
- Proper labeling
- Lab testing
- Limitations on concentrating or synthesizing

Key Elements from KCPO

(see KCPO for full language)

Sec. 3. Kratom product limitations.

It shall be unlawful for any processor to prepare, distribute, sell, or expose for sale any of the following:

a) A kratom product that is adulterated with a dangerous non-kratom substance further defined as a kratom product that is mixed or packed with a non-kratom substanceA kratom product containing a level of 7-hydroxymitragynine (7-OH) in an alkaloid fraction that is greater than 2% of the overall alkaloid composition of the product. A product serving size cannot exceed 1 mg. per serving of 7-OH.

b) A kratom product containing any synthetic alkaloids including synthetic mitragynine, synthetic 7-hydroxymitragynine, or any other synthetically derived compounds of the kratom plant.

c) A kratom product that does not provide labeling directions necessary for safe use by consumers, including a recommended serving size.

d) A kratom product that bears a label that makes claims the product is intended to diagnose, treat, cure, or prevent a medical condition or disease.

e) A kratom product that the retailer at the point of sale does not have on file and available a COA showing the kratom product is compliant with the provisions of this ordinance.

Key Elements from KCPO

(see KCPO for full language)

Sec. 4. Age limits and Selling Conditions

a) A processor shall not distribute, sell, sample or expose for sale a kratom product to an individual under (18 or 21) years of age.

b) Kratom products offered for sale must be placed behind the retailer's counter.

Sec. 5. Violations. (customize this on a city-by-city basis)

a) A processor that violates section 3 is subject to an administrative fine of not more than ($xxxx) for the first offense and not more than ($xxxx) for the second offense.

b) A retailer does not violate section 3 if it is shown by a preponderance of the evidence that the retailer relied in good faith upon the representations of a manufacturer, processor, packer, or distributor of food represented to be a kratom product.

c) Administrative enforcement. Any third violation of this ordinance is hereby declared to be grounds for revoking or suspending any business license necessary to sell consumer goods in (list city, county, etc.)

Properly Labeled GMP Kratom Product

KCPA State and Local Legislation

Enact
Educate
Enforce

It's the way forward!
Protect consumers while preserving safe access.

For More Information About Kratom:

www.kratomanswers.org
www.americankratom.org
www.protectkratom.org

Understanding Kratom Use: A Guide for Healthcare Providers

frontiers in Pharmacology

Marc T Swogger [1,*], Kirsten E Smith [2], Albert Garcia-Romeu [3], Oliver Grundmann [4,5], Charles A Veltri [4], Jack E Henningfield [3,6], Lorna Y Busch [1]

Link:
Understanding Kratom Use: A Guide for Healthcare Providers - PMC

From: BrendaJo McVay <bjmcvay2020@gmail.com>
Date: March 10, 2026 at 14:46:59 CDT
To: l.spruill@cityofstarkville.org
Subject: Kratom ban

Mayor Spruill,
Hello, my name is Brenda McVay. I am a 63-year-old mother of two sons and grandmother of three beautiful grandsons. I am a wife to my wonderful husband, David, of 40 years.
Since my cancer diagnosis in 2007, I have been and currently pro-active in using natural remedies – herbal plants for medicinal purposes and using homemade (non-toxic) items for hygiene and household cleansers. Since my health journey using only natural herbs and products, I am cancer-free still today! My health is better now than it has ever been in my younger years….no health problems that in the past has restricted me…..I have lost 35 pounds and have been able to sustain my weight by only using natural herbs.
I thoroughly believe God's Word and His Word is knowledge to the one who seeks and is clearly stated in Ezekiel 47:12 "Their fruit will be for food and their leaves for healing". God's Word is our instruction manual and is proof that we do have the natural right to freely have natural access to His pure leaf plants. (Genesis 1:11 and 29)
I have personally witnessed and experienced the health shattering effects of what addictive chemicals/toxins can do to the physical body (the life) of a person(s). This addiction not only affects the life of the user but everyone who this user is attached to-siblings, parents, children, friends, etc. This addiction sucks the life out of them and whoever is close to, it destroys families and relationships. The value of life and living sustainably is the most important and should not be taken away by removing the source that provides this sustainability. By removing this natural resource provided by the One Who created the resource, will result in infringing upon the rights as natural born created by God. You clearly cannot argue that we are naturally born into this great country called America. The land of the free from which the natural pure leaf plant sprouted from. Kratom pure leaf plant is the resource I am referring to. Kratom grown from earth is one of the wonderful miracle plants God created to help humanity.
I have seen what prescribed and over the counter medications can do to people – to family and friends alike. Many medications prescribed are opioids which contains deadly chemicals that causes addiction, organ damage, disease, and death. Kratom is a pure leaf plant that is a natural resource and safe alternative to heal the body of pain and addiction. So, why ban this pure leaf plant???

This letter is my personal testimony and an eye-witness account regarding my friend, Sherry Owings. I have witnessed a major positive change in Sherry's life. Due to this pure leaf plant, Sherry is alive today. Due to this pure leaf plant, Sherry's story is a success story. Due to this pure leaf plant called Kratom, Sherry has a fulfilling life to share with her loving husband, Gene. Due to this pure leaf plant, Sherry has a wonderful sustaining future. Due to this pure leaf plant called Kratom, Sherry can carry out normal everyday responsibilities, homesteading, and maintain household duties. Sherry is a selfless person, always giving of herself in helping others, volunteering her time serving humanity in her local community. Sherry is the most compassionate person I know. There are so many testimonies like Sherry's…..so many only due to the pure leaf plant called Kratom. This ban will destroy and will remove the hope to have a sustainable future. This ban will destroy Sherry's and many like Sherry their livelihood.
I urge you to save this pure leaf plant called Kratom (God's creation for humanity).

This letter is my true testimony and sincere request to reconsider the ban of Kratom.

Regards,

Brenda McVay
Testimonial Witness

To Whom It May Concern:

My name is Drea Powers and I am emailing you to ask that you do not ban plain leaf kratom. I would like to share my personal story and some information with you.Â

I've used plain leaf kratom for over a decade. Kratom has been a positive and life-changing part of my wellness journey. Itâ€™s a natural plant from the coffee family that helps me manage Ehlers-Danlos Syndrome, Chronic Regional Pain Syndrome, Complex Post Traumatic Stress Disorder, Severe Major Depression and Panic Disorder. I receive pain relief for the chronic pain some of these cause. Kratom allows me to avoid the harsh side effects that I've experienced from prescription drugs, as well as brutal withdrawal/dependence. I have not had this experience with plain leaf kratom.Â

I learned about kratom from my brother after it got him off of heroin. It has saved my sisters life, also. They both survived fentanyl poisonings in 2016. Kratom is the reason they reached sobriety and remain sober. It prevented me from getting addicted to pills. Addiction runs in my family- it could've been me.Â

Research from Johns Hopkins University and the University of Florida shows that kratomâ€™s natural compounds work differently from opioids â€” they can relieve pain and improve mood without the dangerous risk of respiratory failure. Studies in Drug and Alcohol Dependence also found that kratom has a low potential for abuse and can even help people reduce dependence on harmful substances.

Data from the CDC and the National Institute on Drug Abuse confirm that deaths linked solely to kratom are extremely rare â€” most cases involve other drugs or contaminants.

Another concern of mine is the fact that alcohol has remained easily accessible while being responsible for tens of millions of deaths globally. These deaths have been attributable to alcohol since 2010 (very likely more than 30 million) based on the annual scales involved. Alcohol withdrawal is deadly whereas discontinuing kratom use is not. Kratom, namely plain leaf kratom is not deadly.Â

Thatâ€™s why I believe regulation, not prohibition, is the responsible way. Requiring testing and labeling so products are safe and adults can make informed choices.

For me, and for millions of others, plain leaf kratom has meant a better, healthier quality of life. It is nothing like the synthetic derivatives that are created- I am for banning those.Â
Please listen to the science, and to the people who use it responsibly every day.

Thank you for your time and consideration,
Drea Powers

Dr. Heidi Sykora, DNP, GNP-BC (Retired)
Retired Nurse Practitioner, Healthcare Executive, and Advocate for Safe Access to Plant-Based Therapies

I'm a retired Nurse Practitioner and healthcare executive with more than three decades of experience leading clinical innovation and patient-centered care. I've directed multihospital oncology programs, opened the region's only post-acute brain injury unit, and was honored with the *Milwaukee Biz Times Healthcare Hero Award* for visionary leadership. I've taught at the graduate level and held advanced certifications in geriatrics, oncology, brain injury, and clinical nursing.

Today, I advocate for safe access to plant-based therapies-especially kratom-because I've lived what the data often overlooks.

I live with multiple rare and painful conditions, including Chiari Malformation, Tethered Spinal Cord, Ehlers-Danlos Syndrome, Hereditary Alpha Tryptasemia, and Thoracic Outlet Syndrome. After exhausting pharmaceutical options and experiencing serious adverse effects, I found kratom to be the only effective and tolerable solution for pain control.

Kratom reduces my pain enough to stretch and exercise, which prevents further injuries and debility. It improves my focus, balance, and sleep. I've taken it safely for over six years without side effects. Thanks to natural leaf kratom, I can enjoy time with my grandchildren and maintain a better quality of life.

I've also witnessed natural leaf kratom's benefits for Veterans with PTSD, individuals with rare neuromuscular conditions, and those recovering from substance use disorders.

I support the Kratom Consumer Protection Act (KCPA) because it ensures that adults who benefit from kratom have access to safe, tested, and accurately labeled products.

For me, it's kratom or nothing. And for many others, it's hope.

Selected Publications

- *Home Care and the Patient Taking Kratom*. *Home Healthcare Now*, 2025. PubMed PMID: 40019266

- *Kratom: A Nurse Practitioner's Perspective on Patient-Centered Regulation*. *KevinMD*, 2024. Read article

Contact

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AMERICAN VETERANS
FOR KRATOMSAFE!
An American Kratom Association Program

JOHN SHINHOLSER,
DIRECTOR OF ADVOCACY
Shinholser@americankratom.org
KratomAnswers.org

I am John Shinholser, the Advocacy Director for the American Kratom Safe Initiative. I'm a USMC veteran, a father, son, husband, and a person in long-term recovery from substance use disorders, having been sober for over 42 years.

My qualifications listed below allow me to testify expertly to the value of genuine Kratom products made from plants that meet FDA GMP standards.

I encourage you to please verify anti-kratom information for scientific proof. Observe the motives of other industries and agencies. Be advised that there is a lot of misinformation about Kratom. Many experts observe that a repeat of prohibition and the damage it caused to the United States is at stake. The failed war on drugs is in full effect. Harmful kratom bans will exacerbate the loss of constitutional freedoms and liberties, whereas commonsense kratom regulations address most, if not all, of the concerns associated with genuine kratom products.

Personal Kratom Experience

Around 2012, Kratom began appearing on the random drug tests for participants in our substance use disorder recovery program; these individuals exhibited no signs of substance use and were exemplary participants, in contrast to those on pharmaceutical medications like methadone, suboxone, and other psychotropic drugs, which were clearly visible. When we inquired about what kratom was and why they used it, they explained that it helps with their anxiety, PTSD, and ADHD, as well as alleviating opiate cravings, among other issues. Then we started hearing that it helps alleviate the harsh detox symptoms of opiate withdrawal.

In 2016, we conducted a "pilot survey" in collaboration with a scientist, a sober home facility and a processor. Essentially, we took to the streets and engaged 30 opiate addicts, offering them a week in sober living along with access to natural powdered Kratom. Of those, 29 out of 30 participants successfully completed 7 days opiate-free, with many ending up completely substance-free by the end (we utilized a step-down Kratom system), much like the old days with buprenorphine. Shortly after this survey, Virginia expanded Medicaid, and now it seems there's a Suboxone clinic on every block.

I spent many years connecting with thousands of kratom consumers nationwide. I reviewed over 500 scientific studies to understand the "good, bad, and ugly deeply." Many abused

legal products like airplane glue, Nitrous Oxide “laughing gas”, cold medicines etc. are typically regulated as needed and are rarely banned.

This is what I find to be factual and truthful…

- The “vast majority” of responsible adult consumers of genuine kratom products do not experience issues with consumption. Additionally, kratom serves as a solution for many conditions, problems, or purposes of use.
- Few consumers misuse kratom; according to a Johns Hopkins study, kratom has a 3% addiction potential. Keep in mind addiction is a mental illness, in part that means addiction has more “to do” with gene mapping and other underlying conditions. Natural kratom products compared to other addicted products is one of the safest substances to be addicted to.
- The few consumers who become addicted can typically access clinical interventions or other recovery pathways and may successfully recover fully.
- The only objections I have witnessed to regulating kratom for over-the-counter sales come from suboxone doctors, pharmacists, bureaucrats, trial lawyers, and individuals impacted by their loved ones' addictions.
- Fentanyl and other opiate addicts use kratom in their search for their next fix to alleviate cravings. Additionally, both illicit and legal drug users, as well as alcohol users, turn to kratom to minimize harm or stop using more dangerous substances.
- For those who “chase the dragon,” natural kratom products have a “ceiling” regarding its psychoactive effects and does not suppress heart function. Essentially, it is nearly impossible to overdose on kratom. When taken in higher doses, it acts as a partial agonist (like buprenorphine) rather than a full agonist like opiates.
- Every case I’ve encountered where a consumer experienced an adverse effect has been due to adulterated products, overconsumption, polydrug use, an unknown or undiagnosed medical condition, or abuse.
- Kratom has significantly contributed to the reduction of our nation’s overdose deaths. It has also played a crucial role in decreasing other substance use disorders, such as alcoholism, prescription misuse, and the illicit use of various substances.
- Responsible adult consumers seek the freedom to choose healing botanicals rather than feeling compelled to use pharmaceuticals, which often cause more harm in many instances.
- Veterans, retirees, individuals with chronic pain, and underserved populations view kratom as essential support for enhancing their quality of life.
- Virginia has enacted a Kratom Consumer Protection Act along with eighteen other states. This law allows adults to access FDA regulatory guidance on GMP products over the counter. Virginia does not have issues with authentic GMP kratom products and does not face a public safety problem. Scientific evidence indicates that kratom has minimal to no effect on driving. In simple terms, kratom works effectively!
- Special interest groups and uninformed ideologues have demonized kratom.

- Good American adult consumers are horrified, angry, and frustrated that their "solution" is colonizing them and destroying their lives.
- The 1994 DSHEA Act congressionally guarantees that genuine kratom products may be imported and processed according to FDA regulatory guidelines for good manufacturing practices.
- The National Institute on Drug Abuse (NIDA) has heavily invested in kratom research and clearly supports its development, as have many other industry leaders. Kratom has well over 500 scientific studies completed, with more than 100 peer-reviewed. Many of our nation's (and worldwide) universities and medical research institutions have ongoing human trials and studies.
- https://vimeo.com/711837665
- The FDA clearly shows a bias against kratom and oversteps its authority to undermine the value of kratom, suspiciously guarding its funding resources.

In simple terms, Kratom saves lives and is highly beneficial for responsible over-the-counter access for adults. Yes, it does need regulation, much like the 16 other states that have successfully done so. Kratom is an excellent harm reduction tool, one of the best I have ever encountered.

I know you have plenty of scientific evidence. When the facts and the truth are combined with common sense, all will be well.

Qualifications:

John Shinholser served as President and then as President Emeritus of the McShin Foundation. It was founded in 2004 and named after its two recovering co-founders, John Shinholser and Carol McDaid—Virginia's largest and most valued Authentic Recovery Community Organization. He is a United States Marine Corps veteran and previously owned a successful contracting business for over 30 years. He was President of the Richmond Chapter of the Painting and Decorating Contractors Association during that time.

John also served as president of Central Virginia's SAARA (Substance Abuse and Addiction Recovery Alliance) and was a former SAARA of Virginia board member from 2001 to 2005. He spent twelve years on the board of directors of Rubicon, Inc., the last two as Chairman (1999-2013), at the time, Virginia's most comprehensive substance abuse treatment facility (230 beds). John was a subject matter expert for The Peer Recovery Center of Excellence, a peer-led national center providing training and technical assistance for substance use disorder recovery based at the University of Missouri-Kansas City (UMKC). This center was authorized under Section 7152 of the SUPPORT Act for patients and communities and funded by the Substance Abuse and Mental Health Administration (SAMHSA). John served on the National Peer Recovery Alliance board in 2022 and 2023.

In 2005, John was honored with the prestigious America Honors Recovery Award from the Johnson Institute, being one of six recipients recognized nationally that year. Along with his wife, Carol McDaid, he also received the Caron Foundation's Outstanding Alumni Award in 2005. In 2006, John was awarded the coveted OSAS (Virginia State Office of Substance Abuse Services) Award of Virginia for Significant Contributions to the Field of Substance Use Disorder Recovery, making him the first member of the recovering community to receive this honor. John received the Visionary Leadership Award from the Virginia Summer Institute for Addiction Studies in 2022. Under John's leadership, McShin won the Recovery Community Organization of the Year Award for the United States and the Joel Hernandez Award presented by Faces and Voices of Recovery at a Washington D.C. ceremony in June 2011.

Additionally, under John's guidance, McShin claimed the national SAMHSA (Substance Abuse and Mental Health Service Administration) Recovery Month 2011 Flicker Award. McShin also won the SAMHSA Special Event of the Year award in 2014. John was honored as a nominee for the Richmond Times Dispatch 2016 Person of the Year. The McShin Foundation is a nationally accredited recovery community organization (CAPRSS). The Council on Accreditation of Peer Recovery Support Services (CAPRSS) is the only accrediting body in the U.S. specifically for Recovery Community Organizations (RCOs) and other programs offering addiction Peer Recovery Support Services (PRSS).

John co-wrote the McShin Recovery Coach manual and was featured in numerous publications, including Addiction Professional Magazine, Newsweek, The Richmond Times Dispatch, The Mechanicsville Local, Richmond Free Press, The Free Lance-Star of Fredericksburg, VA, North of The James Magazine, and many other local papers across Virginia, the U.S., and the U.K., as well as in the Virginia Association of Community Service Boards 2005 Annual Report. He has appeared in various news broadcasts and national documentaries, including Face the Nation, The Anonymous People, and Heroin, the Hardest Hit, to name a few. The McShin training curriculum is state-approved in WV, CT, and NY. John is an approved NAADAC CE Provider in all 50 states. Arkansas has adopted the McShin Model for its emerging Recovery Community Organizations.

John served as an appointed citizen member of the Virginia General Assembly's joint Senate/House subcommittee on substance abuse from 2008 to 2010 (SJ77). He was also a member of the Henrico County Drug Court Advisory Council and acted as an Honorary Deputy for the Richmond City Sheriff's Office. In 2013, John graduated from the Hanover County Sheriff's Citizens Police Academy.

In 2021, the Virginia General Assembly honored John Shinholser, Carol McDaid, and McShin with House Resolution 738, recognized McShin as a pioneer in establishing the peer recovery support model, Recovery Community Organization, and Recovery Residence model in Virginia. John was acknowledged on the House floor of the U.S. Congress (118th) on December 1st, 2023, by Congresswoman Abigail Spanberger. State Senator

VanValkenburg presented John with SENATE JOINT RESOLUTION NO. 174 from the 2024 Virginia General Assembly.

McShin was the first Virginia organization to train and certify peers; it was also the first National Alliance of Recovery Residence in Virginia. John traveled the country to provide authentic recovery coach training, and he and Carol traveled to Wales in 2011 to participate in the first U.K. recovery walk along with the launch of The Living Room in Cardiff, a Recovery Community Center. John has conducted multiple tours in the U.K., delivering recovery training, and has crisscrossed the country, providing recovery talks and training in correctional facilities across forty-six states.

John has testified, presented, facilitated, and been a keynote/featured speaker over a thousand times at various conferences, conventions, work groups, and forums on topics of recovery and solutions for substance use disorders. John retired from McShin on 12/31/2023 and is currently the Director of American Veterans for Kratom Safe. He resides in Ashland, Hanover County, Virginia, with his wife Carol and is working on his autobiography. He has enjoyed long-term recovery since August 10th, 1982.

Please keep kratom legal. Kratom has saved my family. My wife and I have over 10 years away from heroin with the help of Kratom. Please keep this plant accessible for adults especially in your area where its needed the most where the fentanyl problem is out of control. Please keep this plant accessible or you will have even more deaths.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Lynn Spruill <l.spruill@cityofstarkville.org>

my son died from Kratom

1 message

S Eppard <switchinz@yahoo.com> Wed, Mar 4, 2026 at 7:06 AM
To: l.spruill@cityofstarkville.org

I support banning all forms of Kratom.

My 22 year old son Matthew Joseph Eller died from natural whole leaf Kratom (the least potent form of Kratom available in the United States). Kratom caused him to have a seizure, go into cardiac arrest and die. His toxicology showed he died from the "TOXIC effects of Mitragynine" an alkaloid found only in Kratom. He had no prescription drugs, no street drugs nor alcohol in his system when he died, and his autopsy showed he had no underlying health conditions. It's important to note my son didn't die from 7-OH/7-hydroxymitragynine.

I belong to the non-profit Group Kr8tom Danger Awareness. A group comprised of people whose loved ones died from Kratom. Many have died from Kratom only, and others have died from combinations of kratom with typical amounts of alcohol, Benadryl, anti depressants etc. We are working tirelessly to get Kratom banned throughout the United States.

Attached is a photo of my son and his toxicology results.

Feel free to contact me.

Sincerely,

Susan Eppard (Matthew's Mom)
231-286-4498
Switchinz@yahoo.com

AMERICAN KRATOM ASSOCIATION

POLICY BRIEF

A Legislator's Guide to Natural Leaf Kratom (mitragynine) Versus 7-Hydroxymitragynine (7-OH)

Background

Kratom (Mitragyna speciosa) is a tropical tree native to Southeast Asia, particularly Indonesia, Thailand, and Malaysia. For centuries, its leaves have been used by laborers in fields in Southeast Asia for an energy boost and for minor pain relief. In the United States, kratom is widely used as (1) a replacement for a cup of coffee for an energy boost and increased focus; (2) a natural alternative to manage common aches and pain, anxiety, and; (3) to support individuals suffering from acute and chronic pain, and for those in that category who are trapped in opioid addictions, kratom has been found to help those addicted to opioids to wean off those highly addictive and potentially deadly opioids.

7-OH is not present in the natural kratom plant. It is a metabolite that occurs during the drying of the leaves after they are harvested from the kratom trees. That oxidization during drying produces only trace amounts of 7-OH during this process and at those levels pose no safety risk to consumers.

The Difference Between Natural Leaf Kratom and Chemically Manipulated 7-OH Products

Natural leaf kratom products, whether pure leaf or properly manufactured extracts using naturally limiting food grade solvents, have as their main component the kratom plant alkaloid known as mitragynine.

7-OH products are deliberately manipulated to chemically flip the content of a product to be majority 7-OH and that product content is described by FDA Commissioner Makary as follows: "7-OH is an opioid that can be more potent than morphine. We need regulation and public education to prevent another wave of the opioid epidemic".[1] There are only trace amounts of mitragynine, if any, in these 7-OH products.

Chemically Manipulated 7-OH Has Been Recommended to be Classified as a Schedule 1 Compound by HHS and the FDA

While natural leaf products have a well-documented safety profile for consumer use with only trace amounts of 7-OH, chemically manipulated 7-OH products have been determined by HHS and FDA to pose an imminent threat to the safety of consumers. On July 29, 2025, the scheduling recommendation was transmitted to the Drug Enforcement Administration (DEA).

[1] https://www.fda.gov/news-events/press-announcements/fda-takes-steps-restrict-7-oh-opioid-products-threatening-american-consumers

Is Natural Leaf Kratom Safe?
Yes -- when manufactured responsibly with accurate labeling and age restrictions on purchasing. Key evidence includes:

- National Institute on Drug Abuse (NIDA) has funded over $100 million in research that confirms kratom has a lower risk profile than opioids and has potential as a harm-reduction tool.
- The FDA has acknowledged that kratom-related deaths are rare and typically involve adulterated or polydrug use.
- Former HHS Assistant Secretary Brett Giroir, in 2018, rejected the FDA's request to ban natural leaf kratom as a Schedule I substance, citing "embarrassingly poor evidence" and "failure to consider overall public health."
- Millions of Americans use kratom daily with no serious adverse effects, and 18 states have passed Kratom Consumer Protection Acts to ensure responsible regulations assure product safety through product formulation standards, proper labeling and age restrictions for purchase.

Conclusion
Kratom is a natural botanical that, when regulated for purity and serving sizes, is a safe and effective product used by millions of Americans. The American Kratom Association advocates for regulations on kratom products and 18 states have enacted Kratom Consumer Protection Act legislation.

Chemically manipulated 7-OH products did not meet the federal requirements for market entry in 2023 when they were first introduced. The emerging threat to consumers of chemically manipulated 7-OH compounds compels states to act to remove these products from the marketplace today.

Lora Romney – Patient Testimony

I am sharing my story with you today so that you can understand the human side of kratom and how your decision will impact the lives of thousands who rely on this botanical. I am a very normal 55-year-old wife, mother, grandma, and conservative voice. At 42 years old I joined the ranks of the chronic pain community with my diagnosis. I feel compelled to explain to you how natural kratom has changed my life and allowed me to function. I also feel it is extremely important to stress that natural kratom is very different from synthetic 7-OH. I know that protecting your citizens is your entire goal. By banning 7-OH you are ensuring that the problem synthetic products are off your shelves. By regulating kratom, you are allowing safe access for those who rely on kratom.

I am a patient with Atypical Trigeminal Neuralgia (ATN). This disease causes severe facial nerve pain that never stops. It presents in my sinus regions on both sides. Imagine an ice cream headache that never goes away. This is what I experience daily. This disease is called "the suicide disease" because it can be one of the most painful conditions to live with.

I have been struggling with ATN for the past 13 years. I have tried everything to control my pain: brain surgery, a nerve stimulator implant in my face, blocks, lidocaine infusions, chiropractic, acupuncture, physical therapy and over 30+ medications to try and decrease this pain. I was referred to a pain clinic after my neurologist exhausted all options for me. Under the care of a pain physician, I was given two oxycodone per day.

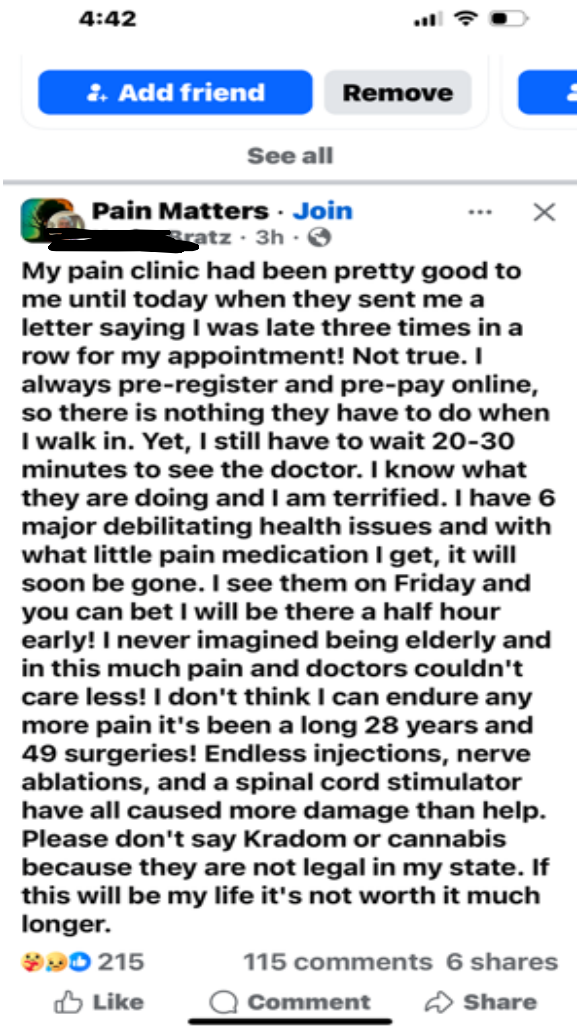
This dose of oxycodone was not enough to control my excruciating pain. It gave me relief for approximately 4-5 hours. This meant that for 16 hours of the day and night, I did not have any pain control. I suffered immensely. Since I had tried all available options to control this pain, I began looking at alternative solutions. I heard about the plant kratom that many were using successfully to help control their TN pain. I decided to try it. Amazingly enough, I got instant relief. My pain did not go away, but it moved from an 8-9 to a 2-4 with the use of a low dose of kratom. I still have very bad days where nothing really helps, but the majority of the time, I can function very well. I am an 8-year kratom consumer. Kratom has allowed me to discontinue my daily opioid prescription!

Patients like me need pain control options. I read stories every day of patients who are being forced off their pain medication and given no other options. While taking acetaminophen or ibuprofen for pain control works for some, when people have severe illness and pain, these over-the-counter meds do not help. What is not understood by many lawmakers and physicians is that you cannot survive at constant 8-10 level pain for an extended period of time without snapping. Mentally this amount of pain changes your brain, and suicide becomes a real option. We don't want to die. We want to live! I don't take kratom to get any sort of a high. In fact, the reason I love kratom is that it makes me feel more normal! There is no physical craving for this supplement. The only craving I have is the desire to have my pain drop a few points.

Pain patients are the silent minority in this country. We are the ones who have no voice. We are hidden away in our homes, unable to work, go to lunch, and even drive a car at times. All we are asking for is compassion and access to medication and natural supplements that give us some quality of life. Sometimes I lay awake at night thinking about the real possibility that kratom could become illegal. What would I then do for pain control? That is a thought that haunts me. Opioids are no longer

available to most patients. I could not live at level 9-10 which is what I would be at without pain control. The answer for me was Kratom. I am grateful every day that it is legal and that I have the option to use this supplement.

Just this week I came across this post. It perfectly summarizes the terrifying position that pain patients are being put in by having their access to pain medication taken away. Notice the last two sentences. It says it all.



Please give pain patients a voice! Regulate kratom instead of banning it! Currently the adverse events being reported are most frequently coming from 7-Hydroxymitragynine (7-OH) synthetic products and not from pure kratom. 7-OH products SHOULD be banned since they are not kratom. Please do not assume that these products are the same. 7-OH is NOT kratom.

By regulating and not banning kratom, you are showing those that rely on kratom to treat their pain, anxiety and even drug withdrawals with kratom truly matter. You have the power to keep us functioning so we can give back to society and take care of our families. Thank you!

Lora Romney
(801)557-1144
loraromney@gmail.com

Before Kratom – Uncontrolled pain, surgeries, procedures (Cephaly device pictured….trying to control the pain)

With Kratom – Controlled pain, living life, being a grandma

My name is Tracy Petrie. I am 54 years old. I have lupus, an auto immune disorder. I have also had two back surgeries. I get injections into the joints of my knees. I suffer daily from joint pain, inflammation, and extreme fatigue. I literally cannot get out of bed each day without the help of some kind of pain medication. Kratom has become a true miracle for me. A single dose each morning helps me function throughout the day. Banning this product that comes from a simple plant will absolutely change my life. I know there are many others like me, that use this product responsibly and as a daily necessity. Without it, they will be left with no safe alternative. Please reconsider placing a ban on this plant.

Dear Mayor and Members of the Board of Aldermen,

My name is Venus Usher. I am writing to respectfully ask you to reconsider banning the sale of kratom in Starkville.

For me personally, plain leaf kratom has been life-changing. After becoming seriously ill from an FDA-approved medication years ago, I spent nearly 17 years trying to prove my pain was real. During that time I went through misdiagnoses, unnecessary procedures, and was even wrongly labeled a drug seeker. Plain leaf kratom tea eventually became the one thing that helped me manage my pain while remaining clear-headed and able to function in daily life. Losing access to it would not just be a policy decision to me, it would directly affect my quality of life and the stability I have worked so hard to regain.

Across the country, many communities are discovering that the real concern is not traditional kratom itself, but the newer highly concentrated products that are appearing in some stores. High-potency extracts and products containing 7-hydroxymitragynine are very different from traditional plain leaf kratom. If the goal is to protect public health, a far more balanced solution would be to restrict or prohibit those high-potency extracts while allowing the sale of plain leaf kratom products that are clearly labeled and easy to distinguish.
Plain leaf kratom has been used by many adults as a simple botanical tea for wellness and pain management. Removing access to it can unintentionally harm people in your community who rely on it as a safer alternative to more dangerous substances or prescription medications.

I would also respectfully encourage the city to request clear, documented evidence when claims are made about toxicity or public health harms in Starkville. Public policy should always be guided by verified data, not assumptions or isolated reports. If there are concerns about specific products, targeted regulation can address those issues without taking away access to traditional plain leaf kratom.

Communities around the country are successfully adopting common-sense approaches such as:
â€¢ Restricting high-potency extracts
â€¢ Prohibiting synthetic or adulterated products
â€¢ Ensuring proper labeling and age restrictions
â€¢ Allowing traditional plain leaf kratom to remain available

These approaches protect consumers while avoiding unintended harm to responsible adults.

Thank you for taking the time to listen to all perspectives before making a decision that could affect many people in your community, most who have no idea they are in danger of losing their pain relief. I truly appreciate your consideration.

Respectfully,
Venus Usher
Advocate
My Story: https://share.google/FmmBi7LTUucD1NZQD

Scientists' Statement in Support of Ward 2 Alderwoman Sandra Sistrunk's Proposal for Differential Treatment of 7-Hydroxymitragynine and Other Synthetic Products Mislabelled as Kratom, and Authentic Kratom Leaf

We would like to take the opportunity to submit the following for consideration after review of the public hearing of the March 17th meeting at the Starkville City Hall dedicated to kratom.

As a group of scientists who organize an International Annual Meeting on the Science of Kratom we fully support a different treatment for unapproved synthetic substances, such as 7-hydroxymitragine (7-HMG or 7-OH) and its synthetic analogs as was proposed by the United States Department of Health and Human Services (DHHS) in July 2025.

The DHHS and FDA clearly stated that the intention is not to schedule the botanical *Mitragyna speciosa*, commonly called "kratom." There is continuing confusion because kratom is arbitrarily grouped with 7-OH and other synthetic drug products (Gour et al., 2025). As shown in published literature 7-OH is not "synthetic kratom," it is a synthetically derived drug, whilst kratom is a natural plant (Brown et al. 2025). This distinction is important in consideration of the pharmacology, toxicology, and conditions of both historical and modern use.

The documented traditional use of kratom leaf by laborers as a restorative to increase energy and relieve minor aches and pain during the workday dates to 1836 in Southeast Asia. Treating kratom leaf identically to a pharmaceutical drug or synthetic substance ignores relevant differences in risk profile, usage patterns, and the available scientific evidence that supports safe use. As concerned scientists, we ask that a science-driven, evidence-based approach be undertaken by the city of Starkville, MS when considering kratom leaf that has been integrated into the cultural fabric of Southeast Asia for centuries, use that continues to this day.

The current available toxicology, clinical and epidemiological studies indicate traditional kratom leaf use has a low risk profile. The FDA-sponsored single ascending dose (SAD) study concluded that kratom leaf is "well tolerated," and two survey studies of 10,847 consumers conducted by the University of Florida and Johns Hopkins University reported that kratom leaf is commonly used to support well-being and as an alternative to more harmful substances, with relatively few reports of serious adverse events (Grundmann 2017 and Garcia-Romeu et al. 2020).

Mitragyna speciosa (kratom) leaf is a traditionally consumed botanical material, not a synthetic drug.

There needs to be a division between *Mitragyna speciosa*, a traditionally used botanical with a history of safe use that is currently consumed by millions of Americans, and the illegally marketed 7-OH products that are unapproved synthetic drugs derived by chemical manipulation of natural plant alkaloids. Synthetic derivatives, such as 7-OH are not naturally occurring and

bear no resemblance to the kratom plant. Studies supported by the National Institutes of Health in the past several years confirm these distinctions between 7-OH and kratom, and its most abundant alkaloid, mitragynine. While occasionally pharmacologically irrelevant trace amounts of 7-OH are found in processed, post-harvest leaves, 7-OH is not naturally occurring (Brown et al. 2025). The pharmacology of mitragynine and the other natural kratom alkaloids, are drastically different than the chemically derived 7-OH that exhibits a binding affinity up to 22 times higher than morphine at the μ-opioid receptor. Marketing these products as 'kratom' is both false and misleading, and consumers of 7-OH products are unknowingly exposing themselves to unapproved drug products with potentially high abuse liability potential and unknown risks.

There is insufficient evidence to warrant banning kratom leaf material.

Natural kratom leaf contains mitragynine, its primary alkaloid. The potency, metabolism, and risk profile of mitragynine differ significantly from synthetic analogues. International bodies, including a pre-review by the World Health Organization, have recognized *Mitragyna speciosa* as a natural botanical and determined there is insufficient evidence for a scheduling recommendation. The American Herbal Product Association's online *Botanical Safety Handbook* describes adverse effects from kratom as rare and relatively minor.

There are public safety risks that must be considered as a potential unintended consequence of banning kratom leaf material.

A sweeping ban that relegates a helpful botanical with a long history of traditional use into the same classification as a crude synthetic, unapproved drug simply does not make sense. For the population that currently use kratom leaf as a harm reduction tool in their battle against opioids, removing kratom without any realistic plans for alternative treatment would be devastating, forcing these individuals to either live with poorly managed health conditions or turn to illicit drugs, creating a significant danger to these Mississippians.

We recommend that the Starkville City Board of Aldermen follow the leadership of the DHHS and differentiate the natural botanical kratom leaf from synthetic chemical analogues derived from naturally occurring kratom alkaloids, as proposed by Ward 2 Alderwoman Sandra Sistrunk, to protect access to the natural botanical kratom leaf in support of on-going research and harm reduction.

We would appreciate kind consideration of our position during the Board's careful review of this important matter and are available as a resource in the development and review of a revised proposed ordinance as suggested by Alderwoman Sistrunk.

Respectfully,

Paula N. Brown, PhD
Director of Applied Research, BC Institute of Technology, British Columbia, V5G 3H2, Canada
Adjunct Professor, Pharmacognosy Institute and Department of Pharmaceutical Sciences
Retzky College of Pharmacy, University of Illinois Chicago, Chicago, IL 60612, USA

Signed March 20, 2026 on behalf of the Kratom Science Symposium Organizing Committee

Oliver Grundmann, PhD
Clinical Professor & Director
Department of Medicinal Chemistry, College of Pharmacy
University of Florida, Gainesville, FL 32610, USA

Christopher R. McCurdy, BSPh, PhD, FAAPS
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References:

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AGENDA ITEM DEPT.: Police Department
CITY OF STARKVILLE COVER SHEET **AGENDA DATE:** April 7, 2026
RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1 of 16

SUBJECT:
Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located near Reed Road and Peoples Street, STARKVILLE, MS 39759, with the parcel number 118K-00-037.00, and is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

SUMMARY:
Initial inspection of REED ROAD, STARKVILLE, MS 39759, with the parcel number 118K-00-037.00,was performed by Code Enforcement Officer Michael Harvey on February 19, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as the roof being fully collapsed and missing doors and windows on all sides of the building. Several cracks in the walls and tons of vegetation overgrowth as well as trees growing inside and on the building. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

A Notice of Violation was mailed to BARNES JEFFREY FORREST ETAL, the property owner of the parcel number 118K-00-037.00, on Reed Road STARKVILLE, MS 39759, as well as the property address on February 20, 2026 by Officer Michael. Harvey.

A second inspection was conducted on March 7, 2026. There appeared to be no change or improvement to the structure.

An Administrative Inspection Warrant was signed by Judge Kelley on March 20, 2026 and served on March 23, 2026. Building Official Stein McMullen was present during the execution of this warrant. The Administrative Inspection Warrant showed an overgrown building with missing doors and windows as well as a collapsed roof and broken overgrown floor.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on March 23, 2026. A Notice of Public Hearing was also certified mailed to the property tax payer/owner, BARNES JEFFREY FORREST ETAL, on March 23, 2026. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

REQUESTING **DIRECTOR'S**

DEPARTMENT: Police-Code Enforcement **AUTHORIZATION:** Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Michael Harvey @ 662-323-4131

SUGGESTED MOTION:
Move to determine the property, located near REED ROAD and PEOPLES ST, STARKVILLE, MS 39759, with the parcel number 118K-00-037.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to remove the structure on this property.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at https://www.cityofstarkville.org/ under the City Ordinances then Unified Development Code.

16.1 Nuisance
16.1.1 General Nuisance
16.1.2 Nuisance Prohibited
16.1.3 Nuisance Violation

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

A. Accumulation of noxious weeds and other rank vegetation.

B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.

C. Any condition which provides harborage for rats, mice, snakes and other vermin.

D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.

E. All unauthorized noises and vibrations, including animal noises.

F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.

G. The carcasses of animals or fowl not disposed of within a reasonable time after death.

H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.

I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.

J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

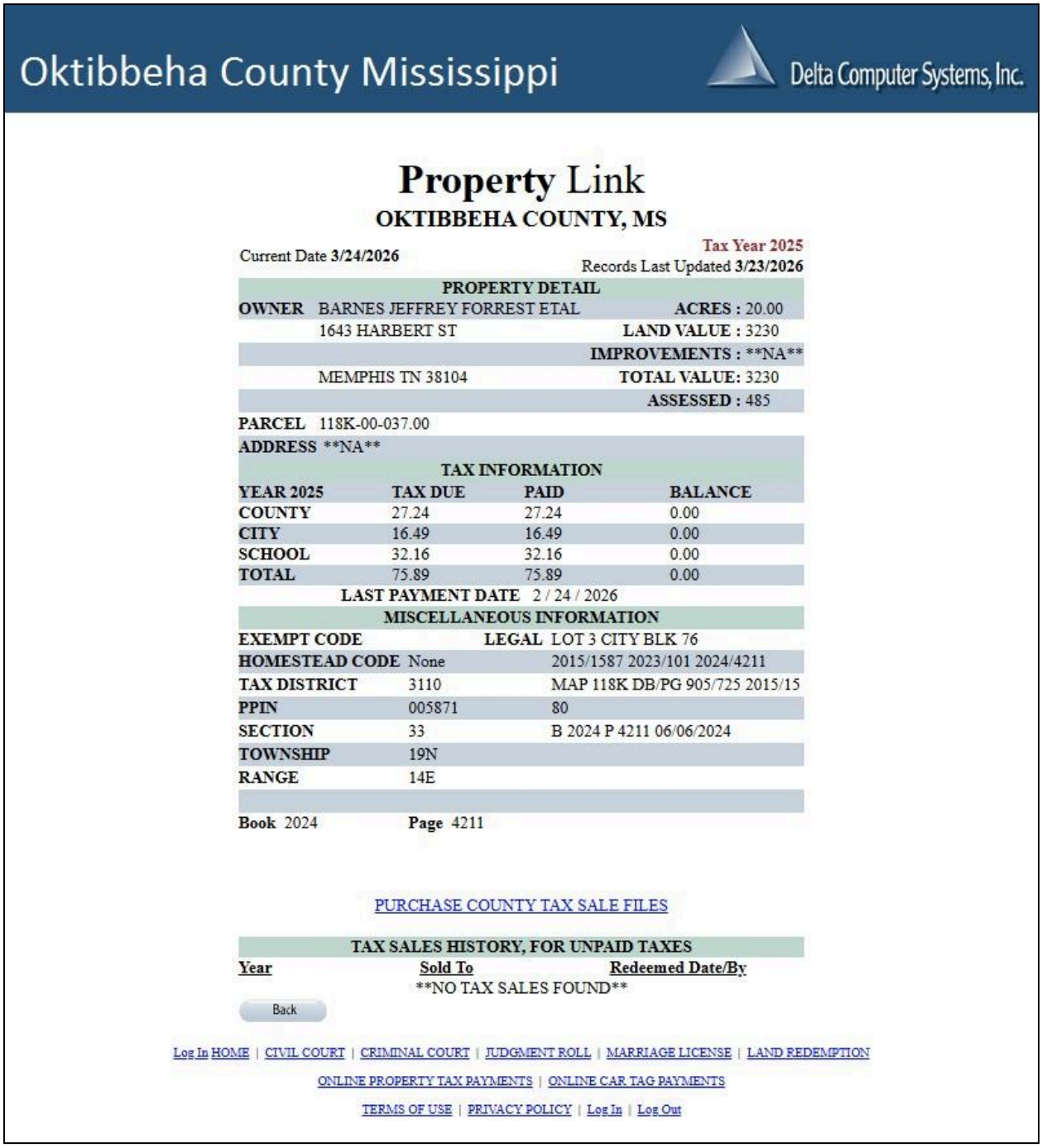
(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

REED ROAD, STARKVILLE, MS 39759, with the parcel number 118K-00-037.00

(Property Link)



Oktibbeha County Mississippi

Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date **3/24/2026**

Tax Year 2025

Records Last Updated **3/23/2026**

PROPERTY DETAIL			
OWNER	BARNES JEFFREY FORREST ETAL	**ACRES :** 20.00	
	1643 HARBERT ST	**LAND VALUE :** 3230	
		IMPROVEMENTS : **NA**	
	MEMPHIS TN 38104	**TOTAL VALUE:** 3230	
		ASSESSED : 485	
PARCEL	118K-00-037.00		
ADDRESS	**NA**		

TAX INFORMATION			
YEAR 2025	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	27.24	27.24	0.00
CITY	16.49	16.49	0.00
SCHOOL	32.16	32.16	0.00
TOTAL	75.89	75.89	0.00

LAST PAYMENT DATE 2 / 24 / 2026

MISCELLANEOUS INFORMATION		
EXEMPT CODE	**LEGAL**	LOT 3 CITY BLK 76
HOMESTEAD CODE	None	2015/1587 2023/101 2024/4211
TAX DISTRICT	3110	MAP 118K DB/PG 905/725 2015/15
PPIN	005871	80
SECTION	33	B 2024 P 4211 06/06/2024
TOWNSHIP	19N	
RANGE	14E	

Book 2024 **Page** 4211

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	**Sold To**	**Redeemed Date/By**

NO TAX SALES FOUND

Back

Log In HOME | CIVIL COURT | CRIMINAL COURT | JUDGMENT ROLL | MARRIAGE LICENSE | LAND REDEMPTION

ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS

TERMS OF USE | PRIVACY POLICY | Log In | Log Out

First Notice of Violation issued on February 20, 2026.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

City of Starkville
110 W Main Street
Starkville, MS 39759

NOTICE OF VIOLATION

Violation Address:
0 REED RD ,
STARKVILLE, MISSISSIPPI, 39759

Date: February 20, 2026
Case Number: CE-26-34
Parcel Number: 118K-00-037.00

Name: BARNES JEFFREY FORREST ETAL
Owner Address: 1643 HARBERT ST MEMPHIS TN, 38104

Dear Property Owner or Tenant,
The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

This letter is an official written notice that you have until March 6, 2026 to bring the property into compliance with Starkville's City Code of Ordinances. Failure to bring this property into compliance may result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered. Thank you in advance for your compliance. If you have any questions, please contact Code Enforcement at (662) 323-2525 or codeenforcement@cityofstarkville.org.

Your property has been recognized as having the following violations:

3.19.5.F	UDC 3.19.5.F Property or Parcel is a Menace to the Public Health Safety and Welfare	1. Upon verification of the alleged violation by the Building Official, the Code Enforcement Officer shall provide a notice to the property owner of a public hearing with the Board of Aldermen in compliance Miss. Code Ann. § 21-19- 11. 2. If the subject property or parcel of land is found by the Board of Aldermen to be in such condition as to be a menace to the public health, safety, and welfare of the community, the Board of Aldermen may issue a judgment against the responsible persons or parties, which may result in but is not limited to Remedies and Penalties found in section 3.19.6.
304.1	IPMC 304.1 General	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
304.1.1	IPMC 304.1.1 Unsafe conditions	The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. 3.Structures or components thereof that have reached their limit state. 4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 5.Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load

The photographs below were taken from the public view at the city road by Officer Harvey at the first inspection on February 19, 2026 at approximately 1423hrs.

STARKVILLE POLICE DEPT
Calls For Service

from 02/16/2026
thru 03/23/2026 13:29

Call #	26-005007	**Dispatcher**	HARVEY, M
Date/Time	02/19/2026 14:23:00	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	1
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

REED RD
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:23:00	14:23:00	14:26:09		

Notes

The photographs below were taken from the public view at the city road by Officer Harvey at the second inspection on March 7, 2026 at 0927hrs.

(Call Card)

STARKVILLE POLICE DEPT

from 02/16/2026
thru 03/23/2026 13:29

Calls For Service

Call #	26-006679	**Dispatcher**	HARVEY, M
Date/Time	03/07/2026 09:27:46	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

REED RD INT PEOPLES ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	09:27:46	09:27:46	09:30:44		

Notes

Public Hearing Notice for parcel number 118K-00-037.00., Starkville, MS 39759

BARNES JEFFREY FORREST ETAL
1643 HARBERT ST
MEMPHIS TN 38104

March 23, 2026

NOTICE

PARCEL NUMBER: 118K-00-037.00

0 REED ROAD, STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on April 7, 2026, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main St for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

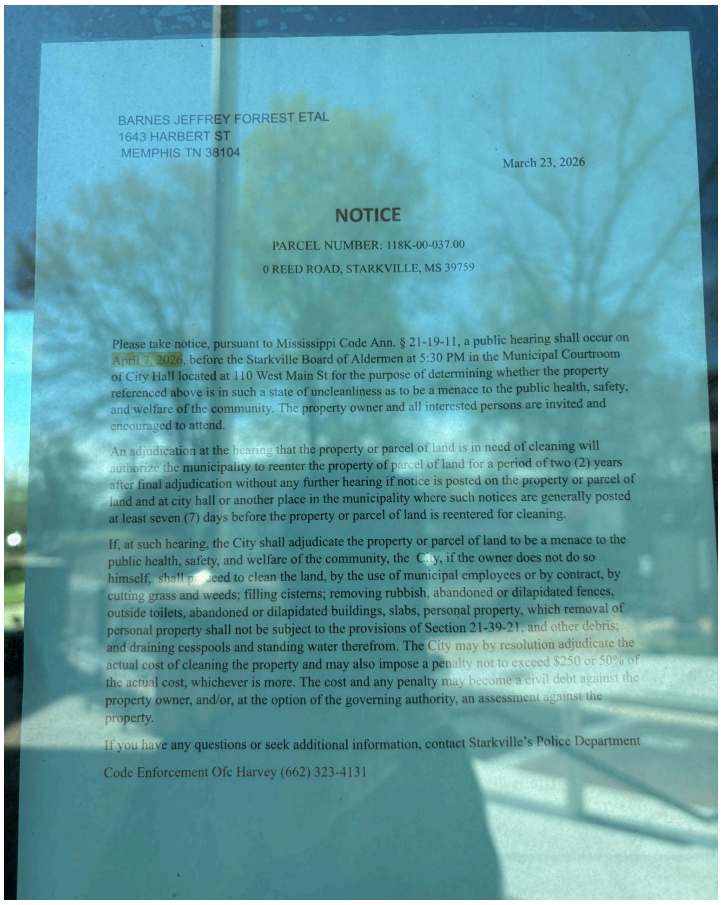
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed $250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Ofc Harvey (662) 323-4131

The photograph below was taken by Officer Harvey on March 23, 2026, of the Public Hearing Notice posted in the front window at City Hall.

(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



BARNES JEFFREY FORREST ETAL
1643 HARBERT ST
MEMPHIS TN 38104

March 23, 2026

NOTICE

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Code Enforcement Ofc Harvey (662) 323-4131

(CALLCARD)

Call # 26-008741
Date/Time 03/23/2026 15:07:54
Type CODE ENFORCEMENT
How Rcvd OFFICE R INITIATED
Sent To Dispatch

Dispatcher HARVEY, M
Disposition NO ACTION
Zone

Location Address

CITY HALL

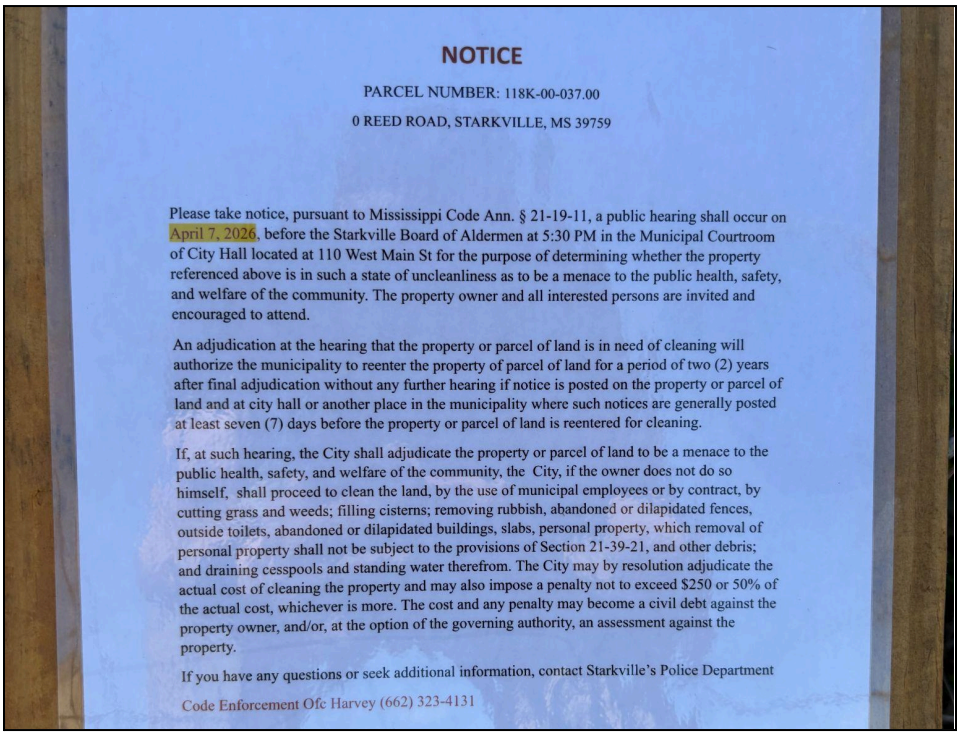
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	15:07:54	15:07:54	15:13:39		

Notes

3/23/2026 3:13:23 PM	HARVEY, M	POSTED P.H NOTICE ON CITY HALL

Public Hearing notice was posted on the property by Officer Harvey on March 23, 2026.



NOTICE

PARCEL NUMBER: 118K-00-037.00

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If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Ofc Harvey (662) 323-4131

(CALLCARD)

Call #	26-008735	**Dispatcher**	HARVEY, M
Date/Time	03/23/2026 13:59:16	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

REED RD \ PEOPLES ST

Officer Information

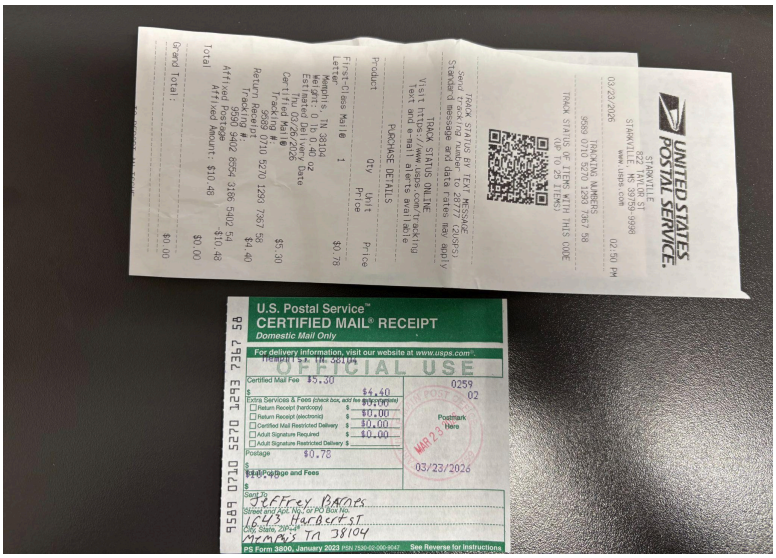
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	13:59:16	13:59:16	14:31:26		

Notes

3/23/2026 2:28:30 PM	HARVEY, M	THE WARRANT WAS DONE WITH BUILDING OFFICIAL STIEN MCMULLEN
3/23/2026 2:29:05 PM	HARVEY, M	THE P.H WAS POSTED ON THE PROPERTY ALONG WITH THE WARRANT.
3/23/2026 2:29:26 PM	HARVEY, M	PICTURES WHERE TAKEN OF THE PROPERTY

Public Hearing notice mailed to the property & property owner via US mail on March 23, 2026.

(PHOTOS OF MAIL SENT)



(CALLCARD)

STARKVILLE POLICE DEPT

Calls For Service

from 02/16/2026
thru 03/23/2026 13:29

Call #	26-008738	**Dispatcher**	HARVEY, M
Date/Time	03/23/2026 14:41:28	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICE R INITIATED		
Sent To Dispatch			

Location Address

POST OFFICE

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	14:41:28	14:41:28	14:52:40		

Notes

3/23/2026 2:52:08 PM	HARVEY, M	MAILED OUT P.H NOTICE

This Administrative Inspection Warrant was executed by Officer Michael Harvey, Inspector Andrew and Building Official Stein McMullen on March 23, 2026, at approximately 1400 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Ofc. Michael Harvey, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire property and building, including any locked or secured rooms or compartments at the Parcel of #118K-00-037.00 off of Reed Rd, Starkville, Oktibbeha County, Mississippi, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:
BARNES JEFFREY FORREST ETAL, and unknown persons

3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:
IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11 (HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.

J. Brian Kelley
J. Brian Kelley (Mar 20, 2026 08:58:48 CDT)
Judge

(CALL CARD)

Call #	26-008735	**Dispatcher**	HARVEY, M
Date/Time	03/23/2026 13:59:16	**Disposition**	NO ACTION
Type	CODE ENFORCEMENT	**Zone**	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

REED RD \ PEOPLES ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
HARVEY, M	13:59:16	13:59:16	14:31:26		

Notes

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3/23/2026 2:29:26 PM	HARVEY, M	PICTURES WHERE TAKEN OF THE PROPERTY

AGENDA ITEM DEPT.: Community Dev.- Planning
CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** April 7, 2026
RECOMMENDATION FOR BOARD ACTION

SUBJECT:
Public hearing and consideration of VA 26-01 a request for a variance from the requirement to install an automatic fire sprinkler system at 106 Dr Martin Luther King Jr Drive West in a T-5C zoning district.

SUMMARY:
This is a Variance request by Francis Tran on behalf of Far Out Motel for a variance from the requirement to install an automatic fire sprinkler system at 106 Dr Martin Luther King Jr Drive West. The building is located on a lot zoned T-5C with parcel number 118P-00-084.00.

The applicant started extensive interior work without required permits. The applicant claims that work was limited to necessary remedial repairs. The applicant also states that the work was limited to repairs addressing deterioration and water damage rather than a full renovation

The Fire Marshal determined that the subject property, an existing Group R-1 (motel) occupancy, underwent extensive interior work without required permits, including removal of interior walls, electrical systems, plumbing systems, mechanical systems, and life-safety features such as fire alarms and emergency lighting. A Stop Work Order was issued after the unpermitted work was identified.

The Fire Marshal further determined that the requested variance cannot be supported from a life-safety and code enforcement standpoint. Variances are not appropriate where they would reduce required fire protection systems, create a life-safety hazard to occupants, or conflict with adopted codes and ordinances.

Staff recommends denial of the requested variance, as the request does not meet the criteria for approval in Section 3.7.1 of the Unified Development Code and would result in reduced life-safety protections inconsistent with adopted building and fire codes.

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 6, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no phone calls for or against this request.

At the March 25, 2026, Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend denial of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle MeCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

---

SUGGESTED MOTION:
Move to deny VA 26-01 a variance from the requirement to install an automatic fire sprinkler system at 106 Dr Martin Luther King Jr Drive West.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT	
To:	Members of the Board of Adjustments & Appeals
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject:	Public hearing and consideration of VA 26-01 a request for a variance from the requirement to install an automatic fire sprinkler system at 106 Dr Martin Luther King Jr Drive West in a T-5C zoning district.
Date:	March 25, 2026

The purpose of this report is to provide information regarding Variance Request by Francis Tran on behalf of Far Out Motel for a variance from the requirement to install an automatic fire sprinkler system at 106 Dr Martin Luther King Jr Drive West. The building is located on a lot zoned T-5C with parcel number 118P-00-084.00. Please see attachments 1- 3.

SUMMARY

The applicant, Francis Tran on behalf of Far Out Motel, is requesting a variance from the requirement to install an automatic fire sprinkler system for an existing motel located at 106 Dr. Martin Luther King Jr. Drive West (Parcel No. 118P-00-084.00) within the T-5C zoning district.

The applicant states that the structure has operated as a motel since its original construction and predates current sprinkler requirements; however, recent work has occurred. The applicant started extensive interior work without required permits. The applicant claims that work was limited to necessary remedial repairs. The applicant also states that the work was limited to repairs addressing deterioration and water damage rather than a full renovation.

The applicant indicates that installation of a compliant sprinkler system would require substantial upgrades, including replacement of water infrastructure and extensive interior demolition, and has proposed alternative fire safety measures such as a monitored fire alarm system, hard-wired smoke detectors, emergency lighting, exit signage, and fire extinguishers in lieu of full sprinkler installation.

FIRE MARSHAL DETERMINATION

The Fire Marshal determined that the subject property, an existing Group R-1 (motel) occupancy, underwent extensive interior work without required permits, including removal of interior walls, electrical systems, plumbing systems, mechanical systems, and life-safety features such as fire alarms and emergency lighting. A Stop Work Order was issued after the unpermitted work was identified.

Based on the scope of work, the project qualifies as a Level 3 alteration under the International Existing Building Code (IEBC), as more than 50 percent of the building area was affected. Under IEBC requirements, Level 3 alterations trigger compliance with current life-safety standards, including automatic fire sprinkler systems where required.

The Fire Marshal further determined that:

1. The building is classified as Group R-1 (hotel/motel occupancy), which requires automatic sprinkler protection under the International Fire Code (IFC).
2. The City of Starkville Unified Development Code (UDC) imposes additional local requirements, including sprinkler installation when alterations exceed 25 percent of the building area.
3. The scope of work exceeds both thresholds, independently triggering the requirement for a sprinkler system under adopted codes and local ordinance requirements.

The Fire Marshal further determined that the requested variance cannot be supported from a life-safety and code enforcement standpoint. Variances are not appropriate where they would reduce required fire protection systems, create a life-safety hazard to occupants, or conflict with adopted codes and ordinances.

The subject property operates as a motel (Group R-1 occupancy), which presents an elevated life-safety risk due to transient occupants unfamiliar with the building, sleeping occupants, and the potential for delayed emergency response. The International Existing Building Code (IEBC), International Fire Code (IFC), and International Building Code (IBC) establish minimum life-safety standards and are not intended to be waived based on cost or construction difficulty.

Given the extent of unpermitted construction, the determination of a Level 3 alteration, and the applicability of adopted codes and local ordinance requirements, the Fire Marshal found that there is no basis for granting a variance from the required automatic fire sprinkler system and recommends denial of the request.

VARIANCE REQUEST FROM

The applicant is requesting a variance from the requirement to install an automatic fire sprinkler system as required by the City's adopted building and fire codes, as enforced through the Unified Development Code. The subject property is classified as a motel use (Group R-1 occupancy), for which automatic sprinkler systems are typically required to ensure compliance with life-safety standards.

IEBC Section 904.1.4 (Fire Protection):

Groups: A, B, E, F-1, H, I-1, I-3, I-4, M, R-1, R-2, R-4, S-1 and. S-2. Work areas shall be provided with automatic sprinkler protection where all of the following conditions occur.

1. The work area is required to be provided with automatic sprinkler protection in accordance with the International Building Code as applicable to new construction.
2. The building site has sufficient municipal water supply for design and installation of an automatic sprinkler system.

UDC Section 17.2.2 Deletions, Additions, And Modifications to Adopted Technical Codes

E. The 2024 Edition of the International Existing Building Code

Fire Protection. 803.2.1.1 Supplemental Automatic Sprinkler System Requirements shall be modified to require where the work area on any floor exceeds 25 percent of

that floor area, Section 803.2.1 shall apply to the entire floor on which the work area is located.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

A. **Special Conditions.** That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
B. **Literal Interpretation.** That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
C. **Hardship.** That the hardship has not resulted from the actions of the applicant.
D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
E. **Minimum Variance.** That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
F. **Consistency with Comprehensive Plan**. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

3.7.1. Criteria for variance review and approval.

A. **Special Conditions.** Staff finds that no special conditions or circumstances exist that are unique to the land, structure, or building. The subject property is located in a developed urban area and is similar to other motel properties that are required to comply with current fire protection standards. The conditions cited by the applicant are related to the extent of renovation and associated costs, which are not unique to the property.
B. **Literal Interpretation.** Staff finds that the literal interpretation of the Code does not deprive the applicant of rights commonly enjoyed by other properties in the same district. The requirement to install an automatic fire sprinkler system is applied uniformly to similar structures and uses, particularly those classified as Group R-1 occupancies.
C. **Hardship.** Staff finds that any hardship is self-created. The Fire Marshal determined that the building underwent substantial interior alterations without required permits, resulting in a Level 3 alteration that triggers compliance with current life-safety codes. Financial considerations and costs associated with bringing the structure into compliance do not constitute a valid hardship under the Unified Development Code.
D. **Special Privilege.** Staff finds that granting the requested variance would confer a special privilege by allowing the applicant to operate without required fire protection systems, which are mandated for similar properties. This would result in unequal application of the Code.
E. **Minimum Variance.** Staff finds that the request is not the minimum variance necessary, as it seeks complete relief from the requirement to install an automatic fire

sprinkler system. The request does not propose a reduced or alternative compliance approach that would maintain equivalent life-safety protections.

F. **Consistency with Comprehensive Plan**. Staff finds that granting the variance would be inconsistent with the general purpose and intent of the Comprehensive Plan and Unified Development Code, particularly as it relates to protecting public health, safety, and welfare. The reduction of required fire protection systems in a Group R-1 occupancy presents an increased risk to occupants, adjacent properties, and emergency responders.

NOTIFICATION

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 6, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no phone calls for or against this request.

CONDITIONS OF APPROVAL

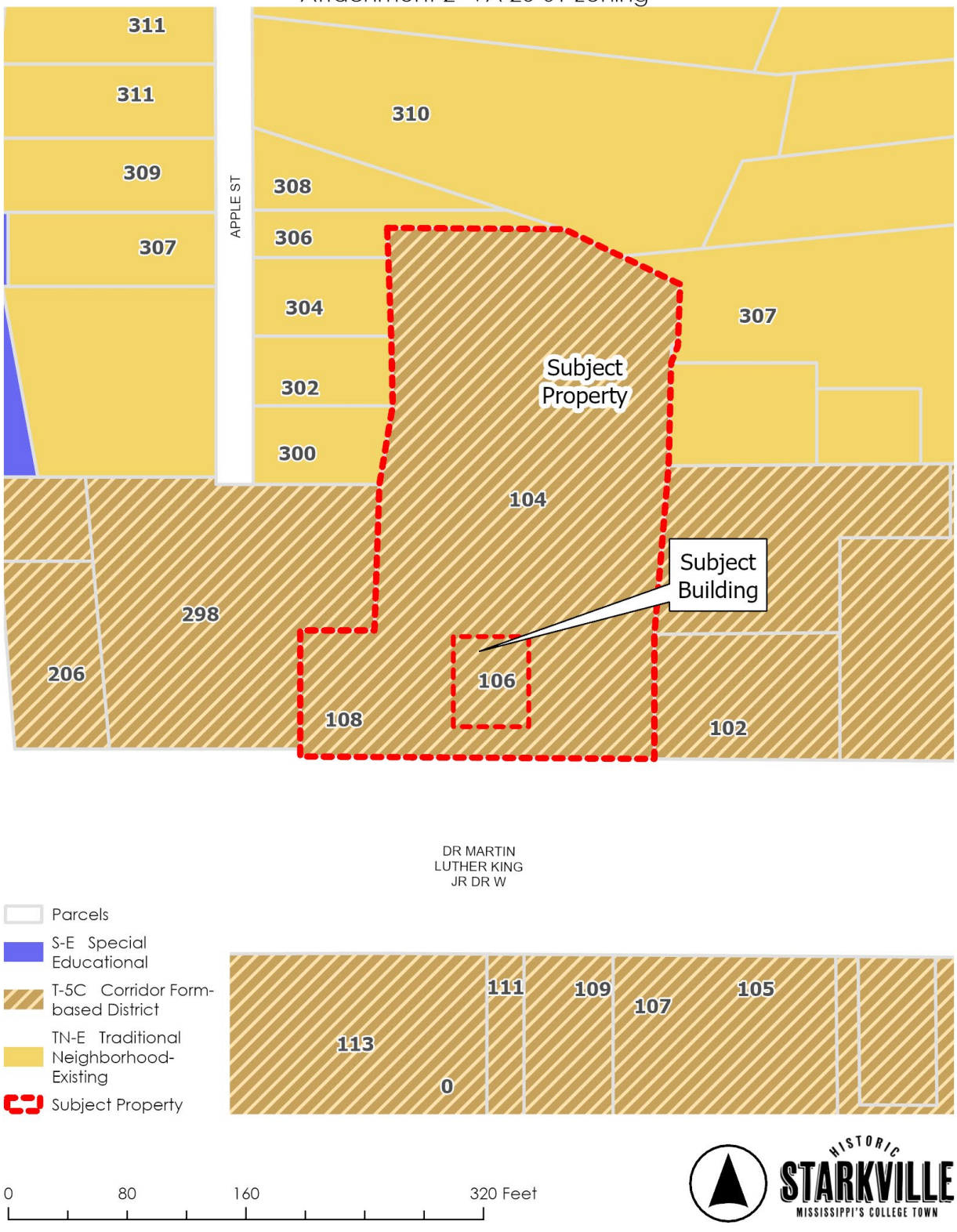
Not applicable. Staff recommends denial of the requested variance, as the request does not meet the criteria for approval in Section 3.7.1 of the Unified Development Code and would result in reduced life-safety protections inconsistent with adopted building and fire codes.

Attachment 1- VA 26-01 Aerial

0 80 160 320 Feet

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 2- VA 26-01 Zoning



Attachment 3 – VA 26-01 Application

VARIANCE APPLICATION

City of Starkville
110 West Main Street
Starkville, MS 39759
Ph:662.323.2525
Email: planning@cityofstarkville.org

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

APPLICANT'S INFORMATION

Name: Francis Tran **Phone:**

Company Name: Far Out Motel

Email:

Address: 104 Dr Martin Luther King Jr Dr W, Starkville, MS 39759

PROPERTY OWNER'S INFORMATION *(IF NOT APPLICANT)*

Name: Francis Tran **Phone:**

Email:

Address:

PROPERTY INFORMATION

Property Address: 104 Dr Martin Luther King Jr Dr W, Starkville, MS 39759

Parcel Number: 118P-00-084.00 **Current Zone District:** T-5D

PROJECT INFORMATION

Project Name: Existing Motel Fire Sprinkler Requirement

Project Description:

This request is for a variance from the automatic sprinkler retrofit requirement for an existing motel structure.
The building has operated continuously as a motel since original construction and predates current fire sprinkler requirements. No change of use, increase in occupancy, expansion of the building footprint, or reconfiguration of egress is proposed. The current scope of work is limited to necessary remedial repairs.
We met with the Fire Marshal and were advised that sprinklers were required due to the extent of drywall removal. That removal was unavoidable and necessary to address mold-damaged and deteriorated conditions resulting from deferred maintenance by the prior owner. The work was corrective and health-related, not a voluntary renovation or upgrade.
Following this guidance, we consulted with multiple licensed sprinkler contractors. All confirmed that a full NFPA 13 system would require significant off-site infrastructure upgrades, including water service upsizing, a new city tap, and extensive underground work. As a result, a full sprinkler retrofit is not technically feasible for this existing structure.
Strict enforcement would impose undue hardship without a proportional increase in life safety. Comparable life-safety alternatives can be implemented to provide equivalent occupant protection, including a monitored fire alarm system, hard-wired smoke detection in all guest rooms, emergency lighting, illuminated exit signage, fire extinguishers at required spacing, and other measures as approved by the Fire Marshal.
Approval of this variance preserves the intent of the fire code while recognizing the practical limitations of retrofitting an older, existing building.

Applicant's Signature: **Property Owner's Signature:**

Date: 2/6/2026 **Date:** 2/6/2026

Subject: Fire Marshal Determination and Denial of Variance Request – Unpermitted Level 3 Alteration and Automatic Sprinkler System Requirement
Property Address: 104 Dr. Martin Luther King Jr. Dr. Starkville MS. 39759
Occupancy: Existing Group R-1 Hotel

This letter is issued in response to your request for a variance from the automatic fire sprinkler system requirement associated with the above-referenced property.

After review by this office and acting as the Authority Having Jurisdiction (AHJ) for fire and life safety, the variance request should be **denied** based on the requirements of the 2021 International Existing Building Code (IEBC), 2021 International Fire Code (IFC), 2021 International Building Code (IBC), and the locally adopted Unified Development Code (UDC).

1. Existing Conditions and Enforcement History

The building is an existing Group R-1 hotel, consisting of two (2) stories with multiple guest units and commercial space on the first level. During inspection, it was confirmed that the owner initiated a 100 percent interior remodel, including but not limited to:

- Removal of all interior walls and finishes
- Removal of all sheet rock
- Removal of all plumbing systems
- Removal of all electrical systems, including fire alarms, exit lights, emergency lighting.
- Removal of mechanical (HVAC) systems and duct work.

This work was performed **without required building or fire permits**. The violation was identified during construction activity, at which time a **Stop Work Order** was issued by the City of Starkville Building Department.

2. Unpermitted Work –

IEBC Chapter 1 Section 101.2 Scope: The provisions of this code shall apply to the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

IBC Chapter 1 Section 105.1 Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing systems, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permits. or to cause any such work to be done, shall first make an application to the building official and obtain the required permit.

IFC Chapter 1 Section 105.1.1 Permits Required. A property owner or owner's authorized agent who intends to conduct an operation or business, or install or modify systems and equipment that are regulated by this code, or to cause any such work to be performed, shall first make applications to the fire code official and obtain the required permit.

UDC 17.3.1 Permits Required Any construction or alterations that are not exempt under the adopted Technical Codes of the State of Mississippi locally or adopted Mississippi codes are required to have a permit unless listed as exempt.

IBC Chapter 1 Section 114.1 Unlawful Acts: It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

· International Fire Code, International Building Code, Unified Development Code and International Existing Building Code makes it clear that when work is done on a building, it must meet applicable code requirements (repair, alteration, change of occupancy) and all appropriate permits shall be obtained prior to any work in order to maintain critical life safety features. Grandfathered status applies

only to lawfully existing conditions. Once the structure was substantially altered without permits, those prior conditions were removed, and current code compliance is required.

3. Level 3 Alteration Determination

The scope of work constitutes a Level 3 Alteration as defined by IEBC Section 604, as the work exceeds 50 percent of the aggregate area of the building and includes complete reconfiguration of interior spaces and systems.

Under the 2021 IEBC, an alteration becomes Level 3 when:

- The total work area (all altered spaces combined), exceeds 50% of the total building area, regardless of how the work is phased, and
- The work involves alterations (not just repairs), which typically include removal or replacement of walls, systems, or interior layouts.

There is **no requirement** that the building be structurally altered — interior gutting alone qualifies.

IEBC Section 202 **ALTERATION**: Any construction or renovation to an existing structure other than repair or addition.

Per IEBC Section 904.1.4 (Fire Protection):

Groups: A, B, E, F-1, H, I-1, I-3, I-4, M, R-1, R-2, R-4, S-1 and. S-2. Work areas **SHALL** be provided with automatic sprinkler protection where all of the following conditions occur. 1. The work area is required to be provided with automatic sprinkler protection in accordance with the International Building Code as applicable to new construction. 2. The building site has sufficient municipal water supply for design and installation of an automatic sprinkler system.

Level 3 alterations represent the highest alteration category under the IEBC and are specifically intended to trigger enhanced life-safety features where major reconstruction occurs.

4. Automatic Sprinkler System Requirement – Group R-1

The building is classified as **Group R-1** due to its use as a hotel with transient occupants.

IFC Requirement

Per **2021 IFC Section 903.2.8 (Group R)**:

"An automatic sprinkler system shall be provided throughout all buildings with a Group R fire area."

5. Local Unified Development Code (UDC) – More Restrictive Standard

In addition to the state-adopted technical codes, the City of Starkville has adopted a Unified Development Code (UDC) that imposes more restrictive fire protection requirements than the base model codes.

The UDC requires that: Section 17.2.2 (E 2A) Deletions, Additions, and Modifications to Adopted Technical Codes

> 2. Fire Protection. 803.2.2 Groups A, B, E, F-1, H, I-1, I-3, I-4, M, R-1, R-2, R-4, S-1 and S-2. Shall be modified to require in buildings with occupancies in Groups A, B, E, F-1, H, I-1, I-3, I-4, M, R-1, R-2, R-4, S-1 and S-2, work areas that have exits or corridors shared by more than one tenant or that have exits or corridors serving an occupant load greater than 30 shall be provided with automatic sprinkler protection where both of the following conditions occur:
>
> A. The work area exceeds 25 percent of the floor area.

Because the remodel involved **100 percent of the building R-1 occupancy** the sprinkler system requirement is independently triggered under local ordinance. Where local regulations are more restrictive than the model codes, the more

restrictive provisions govern, as permitted by state law and adopted ordinance, but both Technical Code and Local UDC require an updated sprinkler system to meet today's code standards.

6. Variance Authority and Life Safety Determination

Variances may not be granted where they would:

- Reduce required fire protection systems
- Create a life-safety hazard to occupants
- Conflict with adopted codes or ordinances

Hotels present an increased life-safety risk due to:

- Transient occupants unfamiliar with the building
- Sleeping occupants
- Higher fire load and delayed response recognition

The IEBC, IFC, and IBC are minimum life-safety codes, not hardship or cost-avoidance standards. The extent of unpermitted construction, combined with a Level 3 alteration and local ordinance thresholds, removes any basis for variance consideration.

7. Conclusion

The building underwent a complete interior remodel without required permits. Because more than 50% of the building was altered, the project qualifies as a Level 3 alteration under the 2021 IEBC. Once that threshold is met, the building must comply with current adopted codes, including the 2021 IBC and IFC.

As a Group R-1 hotel occupancy, the 2021 IFC requires the building to be protected throughout with an NFPA 13R automatic fire sprinkler system. In addition, the City's Unified Development Code independently requires a sprinkler

system when a remodel exceeds 25% of the building's gross square footage — a threshold that was significantly exceeded in this case.

Permits were required before beginning this work under the 2021 IBC. Work performed without permits does not exempt the building from compliance; instead, it requires the building to be brought into full compliance with the currently adopted codes.

For these reasons, the request for a variance from the sprinkler requirement should not be approved. The building must be brought into compliance with the 2021 adopted codes and local ordinance before occupancy can continue.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 7, 2026

SUBJECT:
Public hearing and consideration of VA 26-02 a request for a variance to reduce the front yard setback from 25' to 15' for Lot 217 of the Country Club Estates Phase 3-E subdivision in a SD-2 zoning district.

SUMMARY:
This is a Variance request by Frank Jones for a variance to reduce the front yard setback from 25' to 15' for Lot 217 of the Country Club Estates Phase 3-E subdivision. The lot is in an SD-2 zoning district with the parcel number 106-14-013.02.

The applicant is requesting a variance to reduce the required front setback from 25 feet to 15 feet in order to move the proposed house closer to the street, citing improved drainage as the justification. The slope impacting the lot was identified on the original subdivision plat and supporting infrastructure plans. The applicant, who is also the developer of the subdivision, was involved in the design and construction of the infrastructure and was therefore aware of these conditions prior to development.

All existing and under-construction homes along the east side of the street comply with the required 25-foot front setback, establishing a consistent development pattern. Approval of this request would result in a single home being located significantly closer to the street than others in the immediate area, disrupting the established streetscape. While there have been two previous variance requests to reduce front setbacks within the subdivision, those approvals applied to entire blocks rather than a single lot. This request differs in that it applies to one lot within a developed and developing street where all other homes are meeting the standard setback, making the proposed house an outlier in terms of placement and character.

Based on the analysis of the criteria contained in Section 3.7.1 staff recommends denial of the request. If the variance request were to be approved, Staff recommends attaching the following condition:

1. Any front facing garage door shall be setback a minimum of 20' from the right-of-way.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.
1. 13 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 21, 2026.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response to the notification.

At the March 25, 2026, Board of Adjustments and Appeals meeting on the third motion, the Board voted 3-1 to recommend approval of the request with the following condition of approval:

1. Any front facing garage door shall be setback a minimum of 20' from the right-of-way.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:
Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle MeCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

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SUGGESTED MOTION:
Move to deny Variance request VA 26-02 to reduce the front yard setback from 25' to 15' for Lots 217 of the Country Club Estates Phase 3-E.

If the request is approved, the following condition is recommended to be added to the approval:

1. Any front facing garage door shall be setback a minimum of 20' from the right-of-way.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle MeCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 26-02 a request for a variance to reduce the front yard setback from 25' to 15' for Lots 217 of the Country Club Estates Phase 3-E subdivision in a SD-2 zoning district.
Date: March 25, 2026

The purpose of this report is to provide information regarding a Variance request by Frank Jones for a variance to reduce the front yard setback from 25' to 15' for Lots 217 of the Country Club Estates Phase 3-E subdivision. The lot is in an SD-2 zoning district with the parcel number 106-14-013.02. Please see attachments 1- 6.

SUMMARY

The applicant is requesting a variance to reduce the required front setback from 25 feet to 15 feet in order to move the proposed house closer to the street (attachment 4). The stated reason for the request is to improve drainage conditions on the lot (attachment 5 and 6).

The slope affecting the lot was shown on the original subdivision plat and infrastructure plans. The applicant is also the developer of the subdivision and was involved in the design and construction of the infrastructure. As a result, the conditions affecting the lot were known prior to development.

All other homes on the east side of the street meet the required 25-foot front setback (attachment 3). Approval of this request would result in one home being located significantly closer to the street than others in the immediate area.

There have been two other variance requests to reduce the front yard setback for lots in the subdivision. Those two requests were for entire blocks within the neighborhood. This request is very different because it is for one lot along a street that has existing housing and houses currently being built. All of those houses are meeting the 25-foot front setback. This house would be unique in that it will be 10 feet closer to the road than any other house on the street.

One potential impact of the requested front setback reduction is a decrease in available space for required on-site parking. With a street facing garage door located only 15 feet from the front property line, there is insufficient driveway length to accommodate a parked vehicle without obstructing the sidewalk or encroaching into the public right-of-way. To address this issue, staff recommends that any approval of the variance include a condition requiring all street-facing garage doors to be set back a minimum of 20 feet from the public right-of-way. The applicant's current site plan would meet this requirement.

Based on the analysis of the criteria contained in Section 3.7.1 staff recommends denial of the request. If the variance request were to be approved, Staff recommends attaching the following condition:

1. Any front facing garage door shall be setback a minimum of 20' from the right-of-way.

If the Board of Adjustments and Appeals recommends approval or denial of the variance, the request will be forwarded to the Board of Aldermen for consideration at the April 7, 2026 meeting.

VARIANCE REQUEST FROM

The subject lot was part of a final plat process that started prior to the adoption of the Unified Development Code. Therefore, the setbacks established at the start of that process are the setbacks that are required. Section 1.11.3.A states "Any development approvals granted before the effective date of this Code in accordance with the procedures outlined in the City's previous Code, the Subdivision Regulations and/or other related regulations shall remain valid until their expiration date. Developments with valid approvals or permits may be carried out in accordance with the terms and conditions of their approval and the development standards in effect at the time of approval, provided the permit or approval is valid and has not expired." The setbacks for the subject lots as shown on the approved final plat (attachment 3) are as follows:

FRONT SETBACK: 25'
REAR SETBACK: 20'
MAXIMUM BUILDING HEIGHT: 35'
SIDE SETBACK: 10'

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

A. **Special Conditions.** That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
B. **Literal Interpretation.** That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
C. **Hardship.** That the hardship has not resulted from the actions of the applicant.
D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
E. **Minimum Variance.** That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
F. **Consistency with Comprehensive Plan**. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

STAFF ANALYSIS OF CRITERIA FOR APPROVAL

3.7.1. Criteria for variance review and approval.

A. **Special Conditions.** Staff finds that the slope on the property does not constitute a special condition unique to this lot, as similar topographic conditions were identified and addressed during the subdivision design process.
B. **Literal Interpretation.** Staff finds that enforcing the 25-foot front setback does not deprive the applicant of rights commonly enjoyed by other properties. All other homes on the east side of the street are meeting the same setback requirement.
C. **Hardship.** Staff finds that the hardship is self-imposed. The applicant developed the subdivision and was aware of the lot conditions, including the slope, at the time the infrastructure and plat were designed.
D. **Special Privilege.** Granting this variance would allow the applicant to construct a home closer to the street than any other home on the east side of the street, which would constitute a special privilege not granted to other property owners in the same area.
E. **Minimum Variance.** Staff finds that the requested reduction of 10 feet is not the minimum necessary, as the lot can still be reasonably developed in compliance with the required setback.
F. **Consistency with Comprehensive Plan**. Staff finds that the request would disrupt the established development pattern along the east side of the street and is not consistent with maintaining a uniform streetscape.

NOTIFICATION

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 13 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on February 21, 2026.
3. A sign was posted on the property in a conspicuous location.

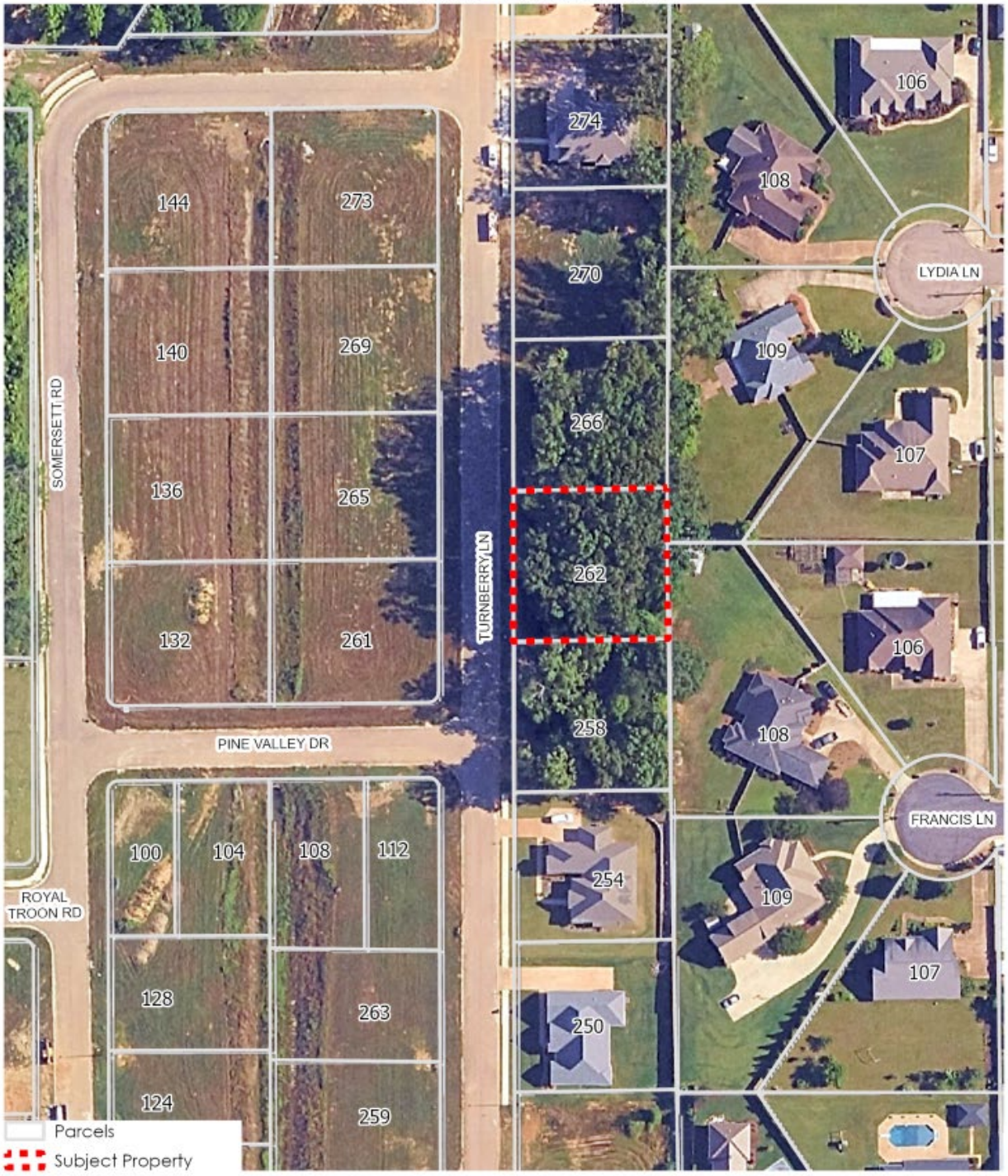
As of this date, the Planning Office has received no response to the notification.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors. The following conditions of approval are recommended by the Planning Department:

1. Any front facing garage door shall be setback a minimum of 20' from the right-of-way.

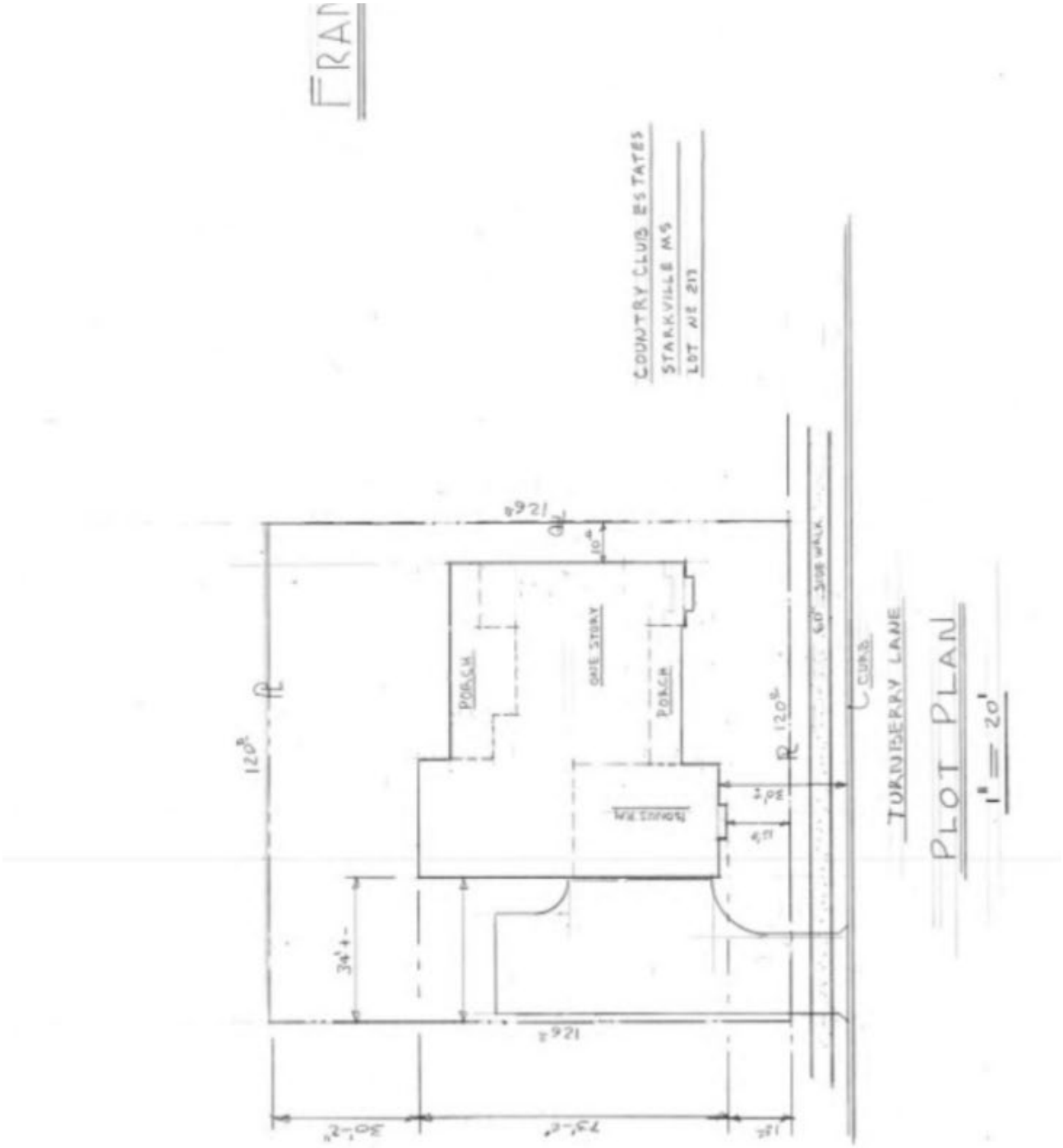
Attachment 1- VA 26-02 Aerial



Attachment 2- VA 26-02 Zoning

Attachment 3- Completed and Under Construction House Lots

Attachment 4- Site Plan



Attachment 5- Engineering Letter

SPRINGER
ENGINEERING, INC.
206 OLD WEST POINT RD.
STARKVILLE, MS 39759
PHONE 662-323-2296
SPRINGERMS@BELLSOUTH.NET

February 24, 2026

Frank Jones
franktjones58@gmail.com

RE: LOTS 216, 217, 218
COUNTRY CLUB ESTATES

Dear Mr. Jones:

After review of the above referenced lots and house plans, I would recommend locating these houses as close as possible to the front set back line. Adequate drainage should be maintained around the structure given the expansive soils in the vicinity of Starkville. Providing surface drainage with the limited space available and the surrounding topography will be difficult if these houses are centered on these lots.

Please feel free to contact me with any questions or comments.

Sincerely,

Holland Cox

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

Attachment 6- Application

VARIANCE APPLICATION

City of Starkville
110 West Main Street
Starkville, MS 39759
Ph:662.323.2525
Email: planning@cityofstarkville.org

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

APPLICANT'S INFORMATION

Name: Frank Jones **Phone:** 662-769-8115
Company Name: Frank Jones Development LLC
Email: franktjones58@gmail.com
Address: 230 King Richard Road, Starkville, MS 39759

PROPERTY OWNER'S INFORMATION *(IF NOT APPLICANT)*

Name: Frank Jones **Phone:** 662-769-8115
Email: franktjones58@gmail.com
Address: 230 King Richard Road, Starkville, MS 39759

PROPERTY INFORMATION

Property Address: 262 Turnberry Lane, Starkville, MS 39759
Parcel Number: 106-14-013.02 **Current Zone District:** SD-2

PROJECT INFORMATION

Project Name: Frank Jones Development

Project Description:

Lot 217 in Country Club Estates - Phase 3E located within the City of Starkville, Oktibbeha County, Mississippi as shown on the Subdivision Plat filed September 26, 2022 and recorded on Slide 359B in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

We would like to move the houses for this lot forward 10 feet due to the steep slope located on the back of the lot. After talking with our engineer, the drainage on this lot would be much easier to control by moving the house forward 10 feet. After moving it forward, there would still be 30+ feet from the back of the curb to the front of the house. This would also increase the rear set back tot 30+ feet from 20, thus the extra 10 feet would give us ample room to optimize drainage. See attached letter from engineer.

Applicant's Signature: Franklin T Jones **Property Owner's Signature:** Franklin T Jones
Date: 02/25/2026 **Date:** 02/25/2026

AGENDA ITEM DEPT.: Mayors Office
CITY OF STARKVILLE COVERSHEET **AGENDA DATE: March 17, 2026**
RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1

SUBJECT: Consideration of Approving Assisting the Town of Sturgis with a Project to Remove Damaged Poles from a Public Park using the City of Starkville Utilities Truck and other Assets as required and as Authorized by MISS CODE § 17-5-15 (2024).

SUMMARY: Mayor Bean called me recently asking if we could assist his town with the removal of several light poles located in their city park that were damaged and in danger of falling. I told him that I would research our ability to assist. I located an AG opinion and the code section that allows us to move forward with such a request with the Board's permission.

REQUESTING DEPARTMENT: Mayor's Office

FUNDING SOURCE: N/A

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org

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SUGGESTED MOTION: Move approval to allow the Starkville Utilities Department to assist the Town of Sturgis with the removal of damaged light poles within the public park located in the Town of Sturgis.

AGENDA ITEM DEPT.: Mayors Office

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: April 7, 2026**

RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1

SUBJECT: Consideration of applying for a National Fitness Campaign Fitness Court Grant

SUMMARY: The National Fitness Campaign provides aids with grants for parks for fitness courts. This would be a grant that would have several phases to include additional match monies that would be part of a secondary request from the Board if the grant were to be approved.

REQUESTING DEPARTMENT: Board of Aldermen

FUNDING SOURCE: Grant funding

FOR MORE INFORMATION CONTACT:

Alderman Sistrunk @ 662-418-4574 or Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org

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SUGGESTED MOTION: Move to approve the application for a National Fitness Campaign Fitness Court Grant

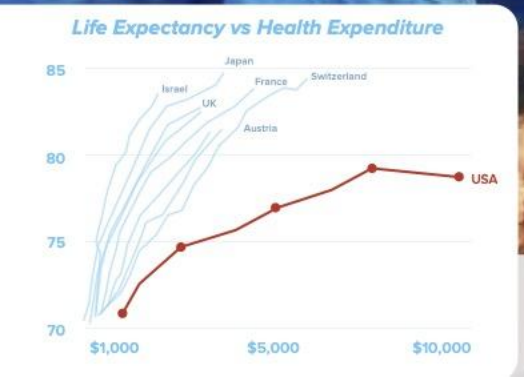
NATIONAL FITNESS CAMPAIGN

CAMPAIGN BRIEFING

AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP
CELEBRATING 750TH
Healthy Community this Year
★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT
NOW FUNDED
to welcome 1000 Healthy
Communities by 2026
OUR MISSION : to Build Healthy Communities
FITNESS COURT

WHY WE DO IT

TO MAKE WORLD CLASS FITNESS FREE



UNDERSTANDING THE PROBLEM

AMERICA IS FACING A HEALTH CRISIS CAUSED BY SEDENTARY LIFE-STYLES AND CITIES DESIGNED FOR CARS. USA SPENDS MORE MONEY THAN ANY OTHER ON HEALTHCARE WITH POOR RESULTS.

BECOMING THE SOLUTION

WHEN COMMUNITIES ARE DESIGNED TO SUPPORT WELL-BEING, HEALTH OUTCOMES CHANGE!

BROUGHT TO YOU BY

arizona complete health

MVP HEALTH CARE

uchealth

Priority Health

UC Health

Horizon

BlueCross BlueShield of Texas

hmsa

BlueCross BlueShield of Illinois

COMMUNITY Health Options

BlueCross BlueShield Kansas

BlueCross BlueShield of New Mexico

BlueCross BlueShield Minnesota

Independence

BlueCross BlueShield of Alabama

TGH Tampa General Hospital

Renown HEALTH

MASSACHUSETTS

BlueCross BlueShield of Montana

BlueCross BlueShield of Oklahoma

aetna

FITNESS COURT | HEALTHY INFRASTRUCTURE PLANNING

MULTI-SITE FUNDING FOR HEALTH IMPACT

BUILDING HEALTHY COMMUNITIES

MULTI-SITE PHASING FOR HEALTH IMPACT
HEALTHY SITE SCORE (HSS)

PLANNING | PHASING | LAYOUTS | PROJECTIONS | SCORES | MAPPING | TRAILS

NATIONAL FITNESS CAMPAIGN

CAMPAIGN OVERVIEW

WHAT WE DO

A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM

FITNESS COURT | STUDIO

COMMUNITY WELLNESS HUB

OUTDOOR WELLNESS CENTER CONFIGURATION:

FITNESS COURT® STUDIO

HIIT · YOGA · ZUMBA · DANCE · STRETCH · KICKBOXING · TAI-CHI

COMMUNITY WELLNESS PROGRAMMING

WELCOMES ENTIRE COMMUNITY MAYORS WELLNESS SERIES

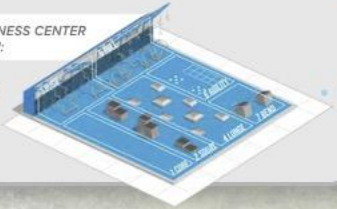
FITNESS COURT

WORLDS BEST OUTDOOR GYM

7 MOVEMENT
FULL BODY WORKOUT
FUNCTIONAL TRAINING SYSTEM
DIGITALLY ACTIVATED
Coach in your Pocket

OUTDOOR WELLNESS CENTER CONFIGURATION:

FITNESS COURT®



CORE SQUAT PUSH LUNGE PULL AGILITY BEND

FITNESS COURT | ART

EVERY FITNESS COURT IS A WORK OF ART

WORK WITH LOCAL ARTISTS
NFC DESIGN STUDIO

WORLD RENOWN ARTIST GALLERY
KEITH HARING | JEAN MICHEL BASQUIAT

FITNESS COURT ART OFFERINGS

Local Artist *Invite a Local Artist to create a mural that represents your community!*

Support your Local Artist Community with a $5,000 Grant to the Artist provided by NFC!

Additional Funding Required. *Example Art: Will be customized for your city*

Custom Art *Work with the in-house NFC Art Studio Team*

Additional Funding Required. *Example Art: Will be customized for your city*

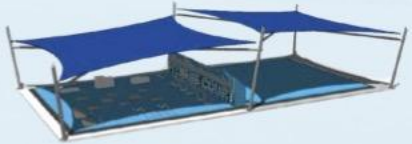
Fitness Court Art *Unique design included in your state campaign*

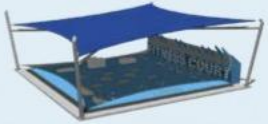
Example Art: to be confirmed at Award

NEW!

NOW AVAILABLE FOR

FITNESS COURTS &
FITNESS COURT STUDIOS





FITNESS COURT | SHADE

WORLDS BEST OUTDOOR GYM JUST GOT COOLER

- EXTENDED SEASONAL USE
- UV & SUN PROTECTION
- INTEGRATED DESIGN
- ENHANCED AESTHETICS
- MADE IN USA
- LONG LASTING MATERIALS

CAMPAIGN IMPACT | NFC

BUILDING HEALTHY COMMUNITIES

1. BE A PART OF THE NATIONAL FITNESS CAMPAIGN
AMERICA'S LARGEST PUBLIC PRIVATE WELLNESS PARTNERSHIP

2. HEALTH BENEFITS
MORE TIME OUTDOORS, IMPROVED MENTAL & PHYSICAL WELLBEING

3. HEALTHY INFRASTRUCTURE
PLACES DESIGNED FOR PEOPLE NOT CARS

4. BUILDING COMMUNITY
CREATING A WELLNESS CULTURE THAT IS SOCIAL, CONNECTED AND FUN!

5. REDUCED HEALTHCARE COSTS
HEALTHIER, HAPPIER, PEOPLE

STATEWIDE CAMPAIGN

NATIONAL FITNESS CAMPAIGN

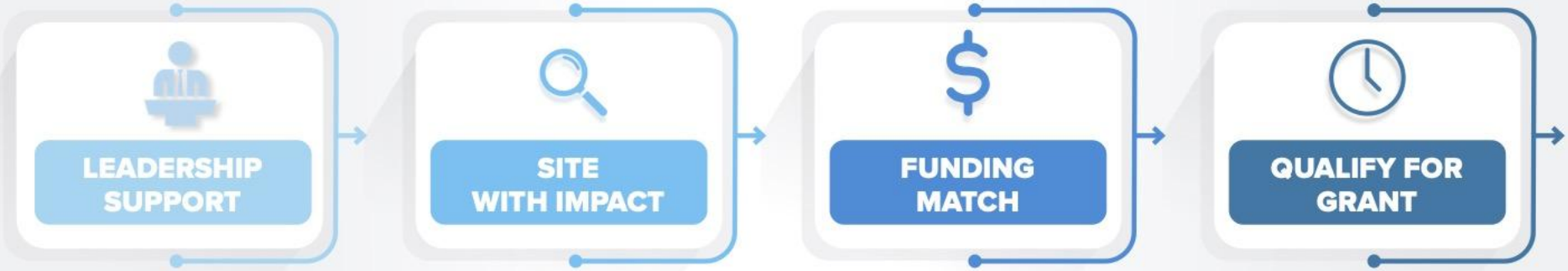
2026

200 NEW PARTNERS

WE'RE PLEASED TO ANNOUNCE THE 2026 CAMPAIGN

NFC Grant Requirements

Program Qualification



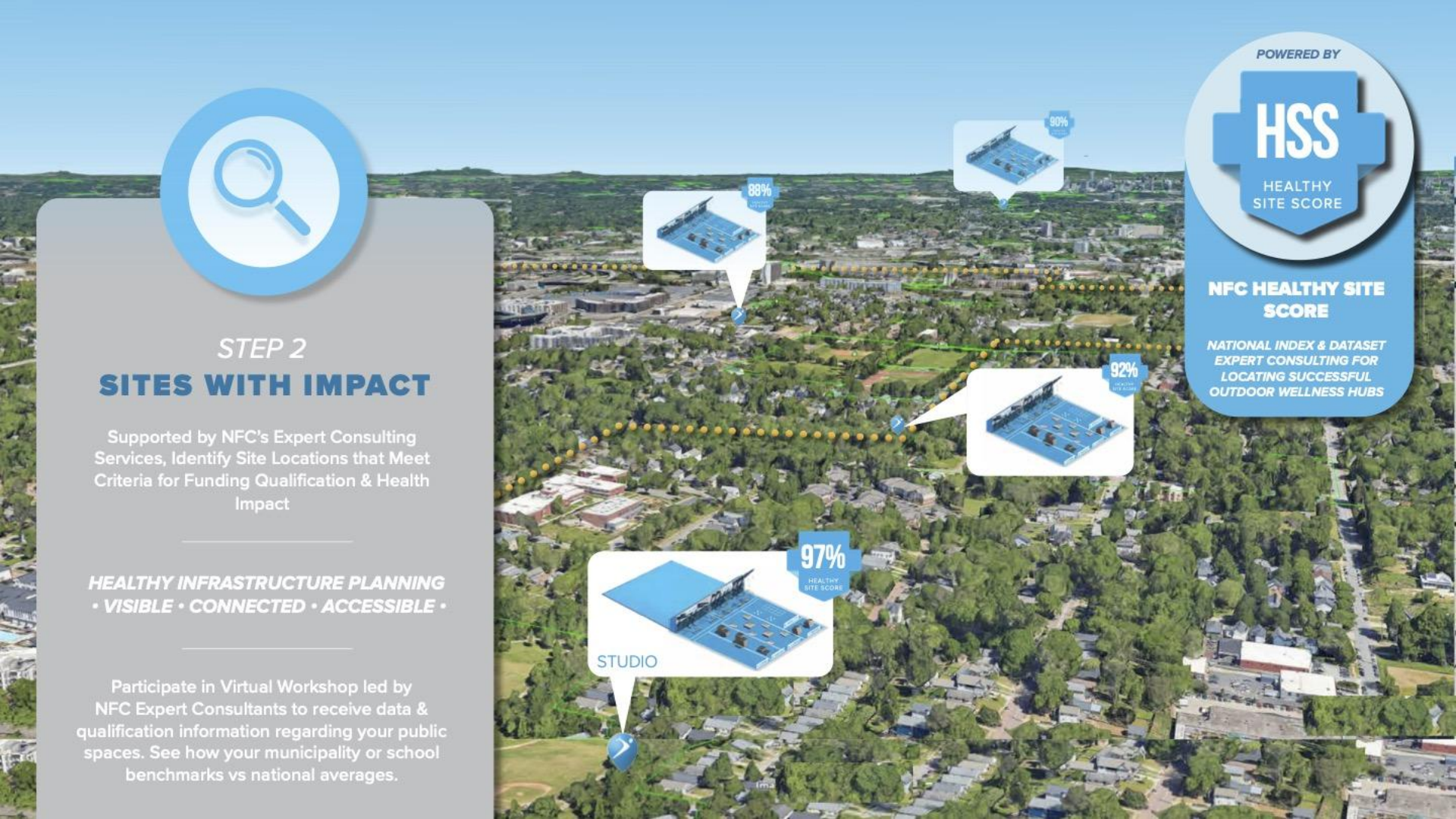
JOIN THE CAMPAIGN

STEP 1

LEADERSHIP SUPPORT

BUILD CONSENSUS / CONFIRM FEASIBILITY
MUNICIPAL LEADER SUPPORT

SHARE 3 MINUTE VIDEO



STEP 2

SITES WITH IMPACT

Supported by NFC's Expert Consulting Services, Identify Site Locations that Meet Criteria for Funding Qualification & Health Impact

HEALTHY INFRASTRUCTURE PLANNING
• VISIBLE • CONNECTED • ACCESSIBLE •

Participate in Virtual Workshop led by NFC Expert Consultants to receive data & qualification information regarding your public spaces. See how your municipality or school benchmarks vs national averages.

POWERED BY

HSS
HEALTHY SITE SCORE

NFC HEALTHY SITE SCORE

NATIONAL INDEX & DATASET EXPERT CONSULTING FOR LOCATING SUCCESSFUL OUTDOOR WELLNESS HUBS

STEP 3

FUNDING MATCH

NFC GUIDES FUNDING PLAN

GRANT FUNDING AVAILABLE:
$30,000-$60,000 PER SITE

LOCAL FUNDING REQUIREMENT

$160,000-$270,000

per site, pending program configuration & installation method

STEP 4

QUALIFY FOR GRANT

A. PRE-APPLICATION PHASE
B. GRANT AWARD
C. BUILD/SITE PLAN
D. LAUNCH LOCAL CAMPAIGN

SUBMIT GRANT APPLICATION

JOIN US

LET'S BUILD HEALTHY COMMUNITIES
TOGETHER

NATIONAL FITNESS CAMPAIGN
FITNESS COURT

Discussion - Q&A

NEXT STEP

SCHEDULE VIRTUAL SITE REVIEW WORKSHOP LED BY NFC EXPERT CONSULTANTS TO EXPLORE FEASIBILITY

HSS HEALTHY SITE SCORE

DISCUSSED AT NEXT STEP:

1. ***SITE WORKSHOP & HEALTHY SITE SCORE REVIEW***
2. ***FEASIBILITY & ALIGNMENT WITH LOCAL PRIORITIES***
3. ***FUNDING REQUIREMENT DETAILS AND GRANT PROGRAM & AVAILABILITY FOR YOUR STATE***
4. ***NON-BINDING GRANT QUALIFICATION PROCESS***

AGENDA ITEM DEPT.: AIRPORT
CITY OF STARKVILLE COVERSHEET **AGENDA DATE: April 7, 2026**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request Approval of the Clearwater Consultants, Inc. Work Authorization Number 26-02 for the Air Care 3 Emergency Response Center Project at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: MDOT MM-0068-1325 Grant, MDOT SMIF 0068 0125 Grant, ARC MDA MS-22473-2025 Grant

FISCAL NOTE: Approved by the Airport Board on March 30, 2026.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: **Airport**

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 662/418-5900

SUGGESTED MOTION: Move to Approve the Clearwater Consultants, Inc. Work Authorization Number 26-02 for the Air Care 3 Emergency Response Center Project at George M. Bryan Field

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI
WORK AUTHORIZATION Number 26-02

Air Care 3 Emergency Response Center

Funded by

MDOT Legacy Grant (MM-0068-1325)
MDOT SMIF Grant (SMIFA 0068 0125)
ARC Grant (MDA MS-22473-2025)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("OWNER") and Clearwater Consultants, Inc. ("ENGINEER") dated July 5, 2023.

Scope of Services

The Engineer shall provide Professional Services for the project which shall be comprised of a corporate hangar, apron and related improvements. See the attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will begin upon execution of this work authorization and will extend 30 days beyond final completion of the project.

Compensation

1. Basic Services:
   - (a) Preliminary Services — $ 12,500
   - (b) Survey, Design, Preparation of Construction Documents and Bidding — $ 96,300
   - (c) Contract Award, Administration & Construction Engineering — $ 86,150

2. Special Services: Budget for Special Services is as follows
   - (a) Cultural Resources Survey — $ 5,000
   - (b) Geotechnical Investigation — $ 6,500
   - (c) Materials & Construction Q/A Testing — $ 8,300

   Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit "C".

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville

Honorable D. Lynn Spruill, Mayor

Date: April 8, 2026

Clearwater Consultants, Inc.

Carey Hardin, P.E., President

Date: April 8, 2026

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI
WORK AUTHORIZATION Number 26-02

Air Care 3 Emergency Response Center

Funded by

MDOT Legacy Grant (MM-0068-1325)
MDOT SMIF Grant (SMIFA 0068 0125)
ARC Grant (MDA MS-22473-2025)

PROJECT DESCRIPTION:

The OWNER intends to construct a multi-purpose facility that will serve as a hangar for aircraft storage and maintenance, ramp area, crew quarters, storage space for a rapid emergency response vehicle and trailer and related improvements to George M. Bryan Field (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. PROJECT DEVELOPMENT PHASE: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.

2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.

3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.

4. Prepare preliminary statement of probable construction cost for the project.

5. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.

6. Furnish copies of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.

B. DESIGN PHASE: After authorization to proceed the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project. The most current

version of the following design criteria and standard, as well as other applicable standards will be used during the design of the PROJECT:

- 2021 International Building Code

1. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

2. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.

3. Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.

4. Submit appropriate documents to state and federal agencies for approvals and permits.

5. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

C. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:

1. Assist the OWNER in securing bids, tabulation and analysis of bid results.

2. Assist the OWNER in preparation of contract documents for the award of construction contracts.

D. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:

1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.

2. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.

3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 10 business days from receipt.

4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.

5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.

6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.

7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.

8. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.

9. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.

10. If necessary, prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.

11. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.

12. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

13. Record Drawing preparation.

SECTION II – SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own

forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

B. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.

C. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.

D. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.

E. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.

F. Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.

G. Extra work required to revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.

H. Preparation of updates to the Airport Layout Plan as directed by the OWNER.

I. Additional services required for construction administration due to unforeseen circumstances, including, but not limited to, unavoidable delays in construction and contractor not completing work within contract time.

SECTION III – OWNER'S RESPONSIBILITIES

A. Provide full information as to the requirements for the PROJECT.

B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.

C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.

E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.

F. Access to the Site/Job Site Safety. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The OWNER understands that the ENGINEER is not responsible in any way for the means, methods, sequence, procedures, techniques, scheduling of construction or jobsite safety. The ENGINEER will not be responsible for any losses or injuries that occur at the PROJECT site.

Clearwater Consultants, Inc.
Rate Schedule - 2025

Project Manager	$ 175.00/Hour
Project Engineer III	$ 155.00/Hour
Project Engineer II	$ 135.00/Hour
Engineer Intern	$ 105.00/Hour
CAD Designer/Draftsman	$ 125.00/Hour
Field Technician III (RPR)	$ 105.00/Hour
Field Technician II (RPR)	$ 75.00/Hour
Clerical/Admin/Data Processing	$ 55.00/Hour

Travel	
Auto	$ 0.60/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost
Other Direct Expenses	Actual Cost + 15%

AGENDA ITEM NO: AIRPORT
CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** April 7, 2026
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request to Advertise for Bids Regarding the FAA 2026 AIP Runway and Taxiway Extension Project Phase 2 on George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: FAA 2026 AIP Grant

FISCAL NOTE: Approved by the Airport Board on March 30, 2026. Construction of Phase 1 is ongoing now.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Airport

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 662/418-5900

SUGGESTED MOTION: Move to Approve to Advertise for Bids Regarding the FAA 2026 AIP Runway and Taxiway Extension Project Phase 2 on George M. Bryan Field

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AGENDA ITEM DEPT.: Community Dev.- Planning
CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** April 7, 2026
RECOMMENDATION FOR BOARD ACTION

SUBJECT:
Discussion and Consideration of a Special Event request by Alden Thornhill to hold the 2026 Starkville Derby on April 25, 2026, and have City participation with in-kind services.

SUMMARY:
The applicants are requesting in-kind services to hold the 2026 Starkville Derby in the Cotton District from 8 am to 5 pm on April 25, 2026. The event will have a setup time of 4 am and a takedown time of 6 pm. The requested service includes the Starkville Police Department, Sanitation Department, Fire Department, Street Department, and Starkville Utilities, with a total cost of $6,450.00.

The estimated cost to the City is $6,450.00 with the funding being indirectly associated with the cost of city services from multiple departments.

Estimated costs of the City's in-kind services:

Police Department	$ 2,500.00
Sanitation Department	$ 1,200.00
Fire Department	$ 0.00
Street Department	$ 2,500.00
Starkville Utilities	$ 250.00
TOTAL	$ 6,450.00

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:
Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle MeCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

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SUGGESTED MOTION:

Move approval of the 2026 Starkville Derby with in-kind services to be held on April 25, 2026.

SPECIAL EVENT APPLICATION

City of Starkville
110 West Main Street
Starkville, MS 39759
Ph:662.323.2525
Email: events@cityofstarkville.org

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

APPLICANT'S INFORMATION

Applicant's Name: Alden Thornhill

Applicant's Email: starkvillederby@gmail.com

EVENT INFORMATION

Event Name: The Starkville Derby

Is this a reoccurring event? ☐ Yes ☐ No

Organization's Name:

Organization Type? ☒ Non-Profit ☐ For Profit

Organization's Address: 510 Industrial Park Rd, Starkville, MS 39759

On-Site Contact Name: Alden Thornhill **Mobile Number:**

For non-profit organizations, the 501c3 Certificate is attached: ☐ Yes ☐ No

Event Type: *(select all that apply)* ☐ Walk/Run ☐ Procession ☐ Concert ☒ Street Closing Event ☒ Sale/Market ☐ If **Other Please Specify:**

Estimate the approximate expected attendance at the event: 50000
(Application Fee established in the Special Event Policy Section 1.3.1)

Event Start (from)	4/25/26 (date)	8 AM (time)	**(to)**	4/25/26 (date)	5 PM (time)
Event Setup and Takedown (from)	4/25/26 (date)	4 AM (time)	**(to)**	4/25/26 (date)	5PM (time)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☒ Yes ☐ No

CITY SERVICES BEING REQUESTED AS PART OF THIS EVENT:

Police Department	Fire Department	Sanitation Department	Park and Rec Department	Utility Department	Street Department
☒ Yes ☐ No	☒ Yes ☐ No	☒ Trash Collection ☒ Street Sweeper ☒ Personnel ☐ Dumpster	☐ Personnel ☐ Facilities	☐ Electrical Service ☐ Hanging Banner ☐ Waste Disposal into Sanitary Sewer	☒ Placement of Bollards for a street closing

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL *(OFFICIAL USE ONLY)*

SPD cost: $2,500.00 (signature) 1/15/26 (date)	**Sanitation Dept. cost:** $ 1200.00 (signature) 1-15-26 (date)	**Utility Dept. cost:** $250.00 + $0 1/15/26 (signature) 1/15/26 (date)
SFD cost: (signature) 1-15-26 (date)	**Park and Rec Dept. cost:** (signature) (date)	**Street Dept. cost:** 2500.00 (signature) 1/15/26 (date)

With my signature below, I am affirming that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy:

Applicant's Signature: _____ **Date:** 1/6/26

2026 Starkville Derby - Event Map

Food Trucks
10' x 20'

Race Intake
30' x 20'

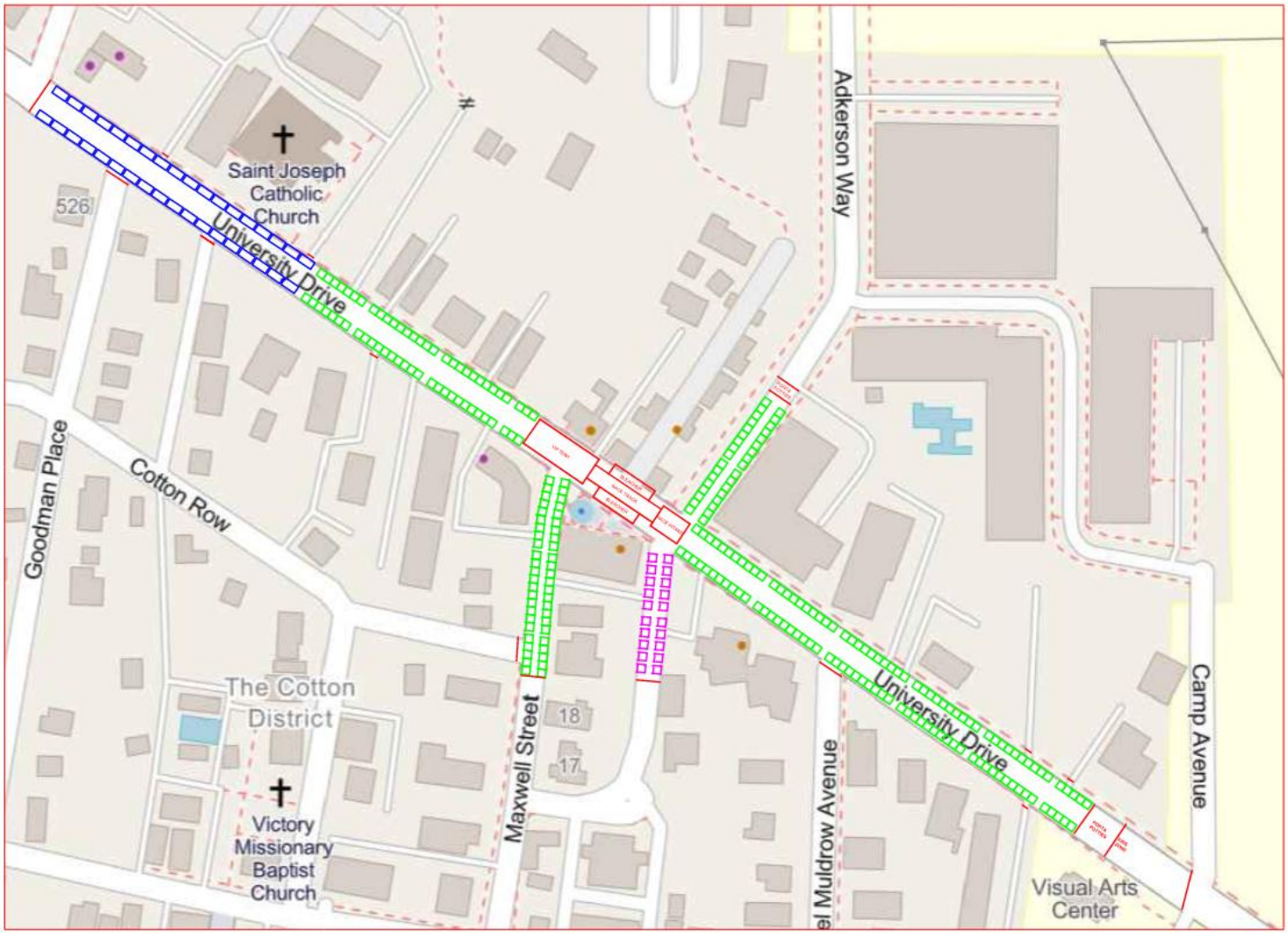
Race Track
100' x 20'

VIP Tent
90' x 40'

Artisan Vendors
10' x 10'

Tailgate Tents
10' x 10'

0 50'



CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev
AGENDA DATE: April 7, 2026
PAGE: Page 1 of

SUBJECT:
Consideration of authorizing the acceptance of the Mississippi Hills Heritage Area Alliance Grant of $20,000 with the required 1:1 local match.

SUMMARY:
The City of Starkville has been awarded a $20,000.00 Community Grant from the Mississippi Hills Heritage Area Alliance (MHHAA) for the Brush Arbor Cemetery project.

The grant requires a minimum 1:1 local match of $20,000.00, which may consist of cash, in-kind contributions, or a combination of both, for a minimum total project cost of $40,000.00.

This grant is administered on a reimbursement basis, meaning the City must incur and document all eligible project expenses prior to receiving reimbursement for up to 50% of total project costs. No funds are advanced prior to project completion and closeout.

To execute the grant agreement, the city must:

- Provide certification of matching funds (cash and/or in-kind contributions).
- Maintain documentation of all expenditures and in-kind contributions.
- Retain financial records for audit and inspection for a minimum of three (3) years.
- Submit all required documentation for reimbursement and grant closeout.
- Ensure all matching funds are from non-federal sources.

Board authorization is required due to the binding nature of the grant agreement and the commitment of local matching funds.

FISCAL IMPACT:
Grant Award: $20,000.00
Required Local Match: $20,000.00
Total Minimum Project Budget: $40,000.00

Matching funds will be provided through a combination of budgeted City funds and documented in-kind contributions consistent with the approved grant application.

REQUESTING DEPARTMENT: Community Development

FOR MORE INFORMATION CONTACT:
Lyle MeCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

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SUGGESTED MOTION:
Move to authorize the Mayor to execute the Mississippi Hills Heritage Area Alliance (MHHAA) Community Grant Agreement and to accept the $20,000 grant award, including commitment of the required local matching funds.

BRUSH ARBOR

CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

Brush Arbor Cemetery Project Budget

March 2026 Project Budget

Funding	
Mississippi Heritage Trust	$20,000.00
Local Match (100%)	$20,000.00
America250 Legacy Grant	$15,000.00
Local Match (100%)	$15,000.00
City Contribution	$82,209.86
Funding Total	**$152,209.86**

Expenses	
Construction	$132,356.40
CE&I	$13,235.64
Contingency (5%)	$6,617.82
Expense Total	**$152,209.86**

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

25068- Brush Arbor Cemetery Project Cost Estimate

Cost Estimate - 01/20/2026

Base Bid - Brick Pavers and 6' Sidewalk

Pay Item No.	Pay Item	Estimated Quantity	Unit	Estimated Unit Price	Extension
1	Saw Cut for Demolition, Full depth	8	LF	$ 40.00	$ 320.00
2	Removal of 2 Crape Myrtles	2	EA	$ 500.00	$ 1,000.00
3	Removal of Steps	1	LS	$ 400.00	$ 400.00
4	Clearing and Grubbing	1	LS	$ 1,500.00	$ 1,500.00
5	Size 610 Crushed Stone (6" Depth under Pedestrian Brick Pavers)	16	TON	$ 110.00	$ 1,760.00
6	6" Concrete Band	32	LF	$ 42.00	$ 1,344.00
7	Pedestrian Brick Pavers (Includes Compacted Subgrade, MDOT Type V Nonwoven Geotextile, Sand Setting Bed, and Polymetric Sand Compound)	400	SF	$ 65.00	$ 26,000.00
8	Removal of Concrete Sidewalk (All depths)	70	SY	$ 40.00	$ 2,800.00
9	Concrete Sidewalk, with Fiber Reinforcement	80	SY	$ 120.00	$ 9,600.00
10	18" Seatwall	134	LF	$ 400.00	$ 53,600.00
11	Relocation of Bench and Cemetary Sign	1	LS	$ 1,000.00	$ 1,000.00
12	Planting of 2 Silver Maple (Acer Saccharinum)	2	EA	$ 1,000.00	$ 2,000.00
13	Marble 4'x4' Ingraved Plaque	1	EA	$ 4,000.00	$ 4,000.00
14	Landscaping	1	LS	$ 15,000.00	$ 15,000.00
15	Mobilization (10%)	1	LS	$ 12,032.40	$ 12,032.40
				Base Bid Total =	$ 132,356.40

FY2026 Community Grant Contract Instructions

Dear Grantee,

Congratulations on successfully applying for funding through our 2026 Community Grant Program. We are excited about working with you on your project.

As previously noted, our grants are offered on a **reimbursable basis**: grantees execute their project and expend the entire project budget as specified in their approved grant application, then close out their grant and request reimbursement for half of eligible expenditures and documented in-kind contributions. *No funds are released in advance and no payments will be made before the grant is completed and successfully closed out.*

Required Documentation

The following documents should be submitted via email to grantinfo@mshills.org and must be received in order to execute your grant agreement:

1. For organizations which have not previously received an award from the Mississippi Hills Heritage Area Alliance (MHHAA): **a resolution or other document conferring legal authority on the signatory to bind the organization** (i.e., stating the person signing the contract is authorized to do so). For organizations that *have* previously received an award, this requirement also applies if a new officer or executive director will be signing the contract (someone for whom proof of signature authority has not been provided in the past).

2. **Certification of match**: this should include the form on the next page and a signed cover letter on official letterhead. The letter must certify that the matching contribution(s), whether in cash, in kind, or some combination of the two, is available to the grantee, and that it is necessary and directly attributable to the grant project. The letter should further certify that the contributions set forth on the attached form are true and correct, and that all matching funding is from a non-Federal source.

   You may copy and paste the following language onto your letterhead if you wish:

   > This letter certifies that the matching contribution(s)—cash, in kind, or some combination of the two: 1.) is available to our organization, and 2.) is necessary and directly attributable to the grant project. This letter further certifies that the contributions set forth on the attached form are true and correct, and that all matching funding is from a non-Federal source.

3. Completed **W-9** form.

4. If applicable, a copy of IRS letter granting tax-exempt status under Section **501(c)(3)** of the IRS Code.

5. If applicable, a copy of a current **Certification of Compliance** with the requirements of the Mississippi Secretary of State's office.

Once the necessary documentation has been received, MHHAA will issue your contract via email through **DocuSign**. You may request a blank copy of the contract to review in advance.

In the agreement, pay particular attention to **Section 17, "Liabilities, Insurance, and Indemnification" on page 7** for related requirements.

Needed Information

Please email the following information for inclusion in your grant contract:

- your organization's **Unique Entity Identifier** (UEI);

- the preferred **start date and end date** (month/day/year format) for your project. Your start date can be no earlier than March 18, 2026.

Please note: No expenses incurred, or in-kind donations obtained, prior to the date listed on your contract can be included as part of your grant unless approved in writing by MHHAA. See page 4 of this document for required grant documentation.

Deadline

All required documentation and needed information must be received by **April 30, 2026**.

Feel free to contact us with any questions you might have.

Sincerely,

Mary Cates Williams
Executive Director
Mississippi Hills Heritage Area Alliance

Identification of Matching Funds

Identify in the chart below all sources of matching funds, including in-kind contributions, indicating whether in-kind contributions are secured(S) or pending (P):

Source of Matching Funds, Contributions	Amount of Cash Contribution(s)	In-Kind Costs, Contributions	Total Project Contributions	In-Kind Status
Cemetery Fund	$20,000.00	$0.00	$20,000.00	S

NOTE: Matching funds must be at least 50% of the total project costs, and must be committed or secured for a grant agreement to be executed.

GRANT DOCUMENTATION / CLOSE-OUT CHECKLIST

Rev. 3/25/26

Grantees are required to retain the following documentation and provide copies of:

- cleared checks (front and back);
- all related purchase orders, invoices and receipts;
    - *Note: hotel expenses will be reimbursed at the standard government rate*
- documentation of in-kind goods and/or services—
  including *signed* volunteer time sheets, which should:
    - indicate date and time, hours worked, and location;
    - list duties/tasks performed;
    - be signed by the volunteer

  (Note: if you have not already done so, please consult with staff regarding allowable goods and/or services and appropriate dollar amounts.)
- any collateral or publicity materials;
- any products created as a result of the grant; and
- photos/video of project/event.

Please remember that your match for this grant cannot be used as a match for any other federal funds and that all financial records related to this grant must be kept readily available for inspection for no less than three years.

In order to close out your grant, you will need to complete our **Grant Closure Form** in editable .pdf format. Please email us when you are ready and we'll send this to you.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
MAYORS OFFICE
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

April 8, 2026

Mississippi Hills Heritage Area Alliance
Attn: Mary Cates Williams, Executive Director
grantinfo@mshills.org

RE: Certification of Matching Funds – FY2026 Community Grant Program
Project: Brush Arbor Cemetery Project

Dear Ms. Williams:

This letter certifies that the matching contribution(s) cash, in-kind, or a combination of the two:

1. Are available to the City of Starkville.
2. Are necessary and directly attributable to the above-referenced grant project.

The City of Starkville hereby certifies that the required local match of $20,000.00 for the Mississippi Hills Heritage Area Alliance (MHHAA) FY2026 Community Grant has been secured through a combination of budgeted funds and/or eligible in-kind contributions.

The city further certifies that:

- All matching contributions identified in the attached documentation are true and correct.
- All matching funds are derived from non-federal sources.
- The matching contributions will be used solely for eligible project costs associated with the Brush Arbor Cemetery Project.
- The City will maintain appropriate documentation to support all cash and in-kind contributions in accordance with MHHAA requirements.

The City acknowledges that all matching funds must be expended and documented prior to reimbursement and that all grant-related records will be retained for audit and inspection in accordance with program guidelines.

If additional information is required, please do not hesitate to contact me.

Sincerely,

Mayor, Lynn Spruill
City of Starkville

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: April 7th, 2026

SUBJECT:
Consideration of approving Task Order No. 5 for Neel Schaffer, Inc. for the final design of the Old West Point Bridge Replacement in an hourly, not-to-exceed amount of $65,000.00.

AMOUNT & SOURCE OF FUNDING:
Capital Improvement Fund

FISCAL NOTE:

AUTHORIZATION HISTORY:
10-15-2024: Board of Aldermen approved entering into a master services agreement will Neel-Schaffer.
05-06-2025: Board of Aldermen approved Task Order No. 1 to assess bridge load rating.
09-02-2025: Board of Aldermen approved Task Order No. 3 for preliminary design.

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:
The drainage channel crossing Old West Point Road, located approximately 830 linear feet north of its intersection with Garrard Road, has experienced a failure of certain structural components. Neel Schaffer has completed preliminary design which included topographic surveying, hydraulic modeling, and preliminary structural design. The preliminary design recommends that this failing bridge be replaced with a double cell box culvert. The final design proposal includes surveying for additional required right of way, final structural and civil design, and environmental permitting.

The City has applied for congressional funds to assist in funding this project.

Project Cost Breakdown:

No.	Description	Cost
1	Bridge Load Rating Assessment (Complete)	$13,997.32
2	Preliminary Design (Complete)	$35,000.00
3	Final Design (Proposed)	$65,000.00
4	Bidding (Estimate)	$8,000.00
5	Construction (Estimate)	$1,100,000.00
6	Construction Administration & Inspection (Estimate)	$140,000.00
7	Contingency	$100,000.00
	Total Project Estimate =	**$1,461,997.32**

FOR MORE INFORMATION CONTACT:
Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org
Stephen Kachelman @ 662-323-2525 ext. 3111 or s.kachelman@cityofstarkville.org

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SUGGESTED MOTION:
Move to approve Task Order No. 5 for Neel Schaffer, Inc. for the final design of the Old West Point Bridge Replacement in an hourly, not-to-exceed amount of $65,000.00.

March 12, 2026

City of Starkville
ATTN: Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759

RE: STARKVILLE MASTER SERVICES AGREEMENT – TASK ORDER #5
OLD WEST POINT ROAD BRIDGE REPLACEMENT FINAL DESIGN PHASE

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for the following hourly, not-to-exceed fees:

FEMA/Environmental Permitting = $25,000
Final Design Engineering = $36,500
ROW Acquisition Survey = $3,500
Total Not-To-Exceed Fee = $65,000

All services proposed herein will be performed in accordance with the Master Services Agreement for Engineering and Professional Services dated December 18, 2024, between the City of Starkville and Neel-Schaffer, Inc. A copy of the executed agreement is attached for reference.

NSI will bill you monthly based on the amount of work completed, and upon receipt of your acceptance, we will proceed with the services. This Task Order and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.

William Sanford, P.E.
VP, Engineer Manager

ACCEPTED: CITY OF STARKVILLE

BY: _____ **DATE:** _____

P: 662.268.7966 | F: 662.268.7961
101 West Lampkin Street
Starkville, MS 39759
www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects

EXHIBIT A
SCOPE OF SERVICES

Engineering Services for Old West Point Rd Bridge Replacement Final Design Phase
Services shall include the following work:

FEMA / Environmental Permitting:

- Neel-Schaffer will complete the required FEMA analysis, including:
    - Complete report on Flood History and Hydrologic Analysis from original FEMA model and LOMR
    - Final Hydraulic Analysis including Scour Conditions and FEMA Proposed Model
    - Final H&H report with required FEMA narrative
    - FEMA comparison tables and floodway analysis
    - FEMA No Rise Exhibits

- Neel-Schaffer will perform an Aquatic Resource Delineation consisting of, in general, field delineation, GIS mapping, and reporting. The field delineation will follow the requirements in the *U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual* and appropriate Regional Supplement. The delineation report will include maps and describe wetlands, streams, and other aquatic resources identified in the project area and will include supporting maps and representative site photographs.

- Neel-Schaffer will prepare a Section 404 U.S. Army Corps of Engineers (USACE) Permit Application (ENG Form 4345) for the referenced project area. The permit application includes project narrative, purpose and need, delineation results, and proposed impacts to aquatic resources. An ENG Form 4345 and all required attachments will be completed.
    - Neel-Schaffer will coordinate with the U.S. Fish and Wildlife Service (USFWS), Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP), and the Mississippi Department of Archives and History (MDAH) to determine whether any resources of concern occur within the project area and whether additional studies are required by the agencies. Any additional studies requested by the agencies are not included in this scope of work.
    - If substantial comments are received from the regulatory agencies that require additional studies, a supplemental scope and budget will be submitted for consideration.

Final Design Engineering:

- Neel-Schaffer will provide engineering design services for the development of final (100% design) plans for the proposed bridge replacement project. Plans will utilize survey conditions to detail the scope of the proposed improvements. Plans shall define layout, grading, drainage, paving, structural, and erosion control details.
- Neel-Schaffer will prepare an Opinion of Probable Cost for construction of the proposed bridge replacement.
- This scope of work and fee assumes the selected alternate of a 12’x12’ double cell box culvert. It does not include a special design structure or a span bridge.

Right-of-Way Acquisition Survey:

- Neel-Schaffer, Inc. will conduct Class "B" Boundary Surveys, as defined by the Standards of Practice for Surveying in the State of Mississippi for a strip of land from the parcels lying adjacent to the project area for the purpose of right of way acquisition. We will make a cursory review of the land records of Oktibbeha County, Mississippi, but the survey will not be prepared with the benefit of a current title report, unless one is provided to the surveyor by the client. This scope includes a maximum of 4 surveys to be prepared for acquisition of right of way, one for each adjacent parcel. Plats and descriptions will be provided to include proposed right of way and/or any temporary construction easements.

EXCLUDED SERVICES

This scope of work does not include:

1. Geotechnical Investigation
2. Utility Location Services
3. Property Acquisition Services
4. T&E Species Survey or Biological Assessment (if required by USFWS)
5. Phase I Cultural Resources Survey (if required by MDAH)
6. Environmental Mitigation
7. Special Design Structure or Span Bridge Design
8. MDOT LPA Coordination
9. Bidding or Contracting Services
10. Construction Phase Services

If additional scope becomes necessary, ENGINEER shall present additional scope and fees to be performed, and we shall proceed with these additional services upon approval.

AGREEMENT FOR ENGINEERING AND PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF STARKVILLE
AND
NEEL-SCHAFFER, INC.

This **AGREEMENT** made this 19th day of December, 2024, by and between **CITY OF STARKVILLE,** after this called "**OWNER**", and **NEEL-SCHAFFER, INC.**, having its principal place of business at 1115 Stark Road, Starkville, Mississippi 39760, after this called the "**ENGINEER**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **ENGINEER** to provide engineering and professional services. It is anticipated that the engineering and professional services will be performed by individual task orders and will consist of the following three general types of work:

Type 1: **Hourly rate services as directed by OWNER, no fee limitations:** Engineering and professional services may be provided in conjunction with, but not limited to, project planning, engineering analysis and evaluations, reports of findings and presentations, grant application planning and submittals, surveys and project layouts, design engineering, construction engineering, cost estimates, mapping, master plan studies and preparation, interaction with regulatory agencies, general consulting services and any other professional services deemed appropriate by the **OWNER**. These tasks will be undertaken with direction by the **OWNER's** representatives. The **ENGINEER** will document the type 1 tasks in the monthly invoice. The **OWNER** can engage the **ENGINEER** for Type 1 services in any verbal or written communication.

Type 2: Such services shall typically consist of the same services described under Type 1 services. The **ENGINEER** will document Type 2 service requests with a written scope of services and estimated man-hours. E-mail can be used for written documentation and approval. Type 2 services can be engaged by the **OWNER's** Representatives

Type 3: Such services shall typically consist of the same services described under Type 1 services. The **ENGINEER** will prepare a task order with a defined scope of work, schedule, hourly rate not-to-exceed or lump sum fee, and is to be approved by the **OWNER** before work begins.

II. ADDITIONAL SERVICES

ENGINEER will provide services in accordance with the Exhibit A, "General Terms and Conditions" attached to and made a part of this **AGREEMENT**. The **OWNER** will pay **ENGINEER** for additional services not specified as Types 1, 2, or 3 on the same basis as for Types 1, 2, or 3 services. For services of independent professional associates and consultants employed by **ENGINEER, OWNER** will pay **ENGINEER** the amount billed to **ENGINEER** times a factor of 1.0. Performance of Additional Services and employment of independent professional associates and consultants by **ENGINEER** will require prior written authorization from **OWNER**. **ENGINEER** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **ENGINEER** for Type 1, 2, and 3 services on the actual labor rate for the individuals involved times a labor mark-up (LMU) of 2.9. Reimbursable expenses will be billed in addition to the labor costs. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to **ENGINEER** times a factor of 1.0. Other reimbursable expenses will be billed to **OWNER** at the **ENGINEER**'s actual cost. Type 3 services may also be negotiated and paid for on a lump sum basis.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **ENGINEER**'s personnel engaged directly on the Project including, but not limited to, engineers, surveyors, designers, technicians, inspectors, secretaries, and all other professional, technical and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **ENGINEER** recognize that certain occasions may arise for which the methods of payment to **ENGINEER** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately, and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.

IV. TIME SCHEDULE

This **AGREEMENT** shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when a new contract is executed.

V. CHANGES TO AGREEMENT

This **AGREEMENT**, along with Exhibit A, "General Terms and Conditions", consisting of five pages represent the complete **AGREEMENT** between **OWNER** and **ENGINEER** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF STARKVILLE

D. Lynn Spruill
Mayor

NEEL-SCHAFFER, INC.

William Sanford, P.E.
Office Manager

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client**. Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

   The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

   In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.

5. **Designation of Authorized Representatives**. Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

6. **Ownership of Documents**. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

7. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

8. **Changes or Delays**. In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services**. Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.

10. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

12. **Legal Proceedings**. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

13. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;

    provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

14. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of
    $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.

15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.

16. **Omitted**.

17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with

that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure**. Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Compliance with Laws**. To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

20. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

21. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

25. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

27. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

28. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

29. **Conflicting Terms**. In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

30. **Course of Dealing**. Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **Omitted.**

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: April 7, 2026

SUBJECT:
Consideration of accepting the public infrastructure of Magnolias at Bentbrook Subdivision.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:
12-17-2019: Board of Aldermen approve Final Plat

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:
The Magnolias at Bentbrook subdivision is located along Yellow Jacket Drive. The infrastructure installation for Magnolias at Bentbrook is complete and has met the City's required inspections. Certificates of Occupancies have been given to over 85% of lots. This will release the developer of maintenance of the public infrastructure and turn it over to the City. The street included is Bent Brook Ridge Street.

FOR MORE INFORMATION CONTACT:
Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

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SUGGESTED MOTION:
Move to accept the public infrastructure of Magnolias at Bentbrook Subdivision.

Survey Notes:

1. All private drainage & utility easements are granted to the HOA for drainage maintenance.
2. All private piping system ownership is of the HOA.
3. See Deed Book 2019 Page 3015 for a sewer easement from Magnolias at Bent Brook, LLC to the City of Starkville. The easement cannot be shown on this plat due to proposed manholes not being in place.
4. A sidewalk easement will exist on the South side of Yellow Jacket Drive. The sidewalk will be built parallel with Yellow Jacket Drive and the sidewalk easement will extend from the South side of the sidewalk to the South right of way of Yellow Jacket Drive.

- PRIVATE EASEMENT

CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	2049.3'	N 53° 25' E	112.5'	112.5'
C2	132.4'	N 63° 56' E	45.3'	45.5'
C3	132.4'	S 84° 01' W	47.1'	47.3'
C4	34.0'	N 14° 59' E	13.7'	13.8'
C5	25.0'	S 82° 12' E	36.9'	40.0'
C6	50.0'	N 18° 10' W	31.2'	31.7'
C7	100.0'	N 18° 10' W	62.3'	63.4'
C8	25.0'	N 07° 48' E	34.8'	38.2'
C9	75.0'	S 18° 10' E	46.8'	47.6'
C9	DEGREE OF CURVATURE = 76°24', TANGENT = 24.6'			

MAP LEGEND:

MAN HOLE, FIRE HYDRANT, WATER VALVE, WATER METER, IRON PIN FOUND, IRON PIN SET, RIGHT-OF-WAY MARKER, EVERGREEN TREE, GRATE INLET, CLEANOUT, UTILITY POLE, ELECTRIC SERVICE, GUY ANCHOR, AREA LIGHT, PEDESTAL, GAS METER, SPOT ELEVATION, EXISTING CONTOUR, GRAVEL, CONCRETE PAVING, ASPHALT PAVING, HARDWOOD TREE, SANITARY SEWER LINE, STORM SEWER LINE, WATER LINE, OVERHEAD POWER, UNDERGROUND POWER, GAS LINE, UNDERGROUND TELEPHONE, OVERHEAD POWER & TELEPHONE

CLIENT

MAGNOLIAS AT BENT BROOK, LLC

STARKVILLE, MISSISSIPPI

Property Description:

Being all of Lot #1 of Block #92 as shown on the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1982 Revision and being more particularly described as follows, to wit

Commencing at a one half inch iron pin found at the Southwest corner of said Lot #1 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 89 degrees 40 minutes West for a distance of 5.1 feet to a one half inch iron pin set on the East right of way of Bent Brook Lane; thence North 00 degrees 10 minutes West along said East right of way for a distance of 344.3 feet; thence North 04 degrees 37 minutes East along said East right of way for a distance of 12.5 feet to the beginning of a curve to the right having a radius of 34.0 feet and being subtended by a chord bearing of North 14 degrees 59 minutes East for a distance of 13.7 feet; thence along said curve and East right of way for an arc length of 13.8 feet to the beginning of a reverse curve to the left at the intersection of said East right of way with the South right of way of Yellow Jacket Drive, said curve having a radius of 2049.3 feet and being subtended by a chord bearing of North 53 degrees 28 minutes East for a distance of 115.3 feet; thence along said curve and South right of way for an arc length of 115.3 feet to a one half inch iron pin found; thence North 51 degrees 56 minutes East along the said South right of way for a distance of 456.9 feet to a one half inch iron pin found at the beginning of a curve to the right having a radius of 132.4 feet and being subtended by a chord bearing North 63 degrees 56 minutes East for a distance of 45.3 feet; thence along said curve and South right of way for an arc length 45.5 feet to a one half inch iron pin found; thence South 03 degrees 33 minutes West leaving said South right of way for a distance of 123.2 feet to a one half inch pipe found; thence South 03 degrees 33 minutes West for a distance of 226.9 feet to a one half inch iron pin found; thence North 86 degrees 27 minutes West for a distance of 100.0 feet to a one half inch pipe found; thence South 03 degrees 53 minutes West for a distance of 199.0 feet to a one half inch iron pin found; thence South 03 degrees 12 minutes West for a distance of 196.8 feet to a one half inch iron pin found; thence South 89 degrees 40 minutes West for a distance of 345.7 feet to the POINT OF BEGINNING. Said parcel being all of Lot #1 of Block #92 as shown on the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1982 Revision and contains 5.1 acres, plus or minus.

Less and except the following parcel being dedicated as public right of way:

Commencing at a one half inch iron pin found at the Southwest corner of said Lot #1 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run thence North 89 degrees 40 minutes East for a distance of 210.0 feet to a one half inch iron pin set at the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run North for a distance of 463.6 feet to a one half inch iron pin set; thence North 36 degrees 20 minutes West for a distance of 52.7 feet to a one half inch iron pin set on the South right of way of Yellow Jacket Drive; thence North 51 degrees 56 minutes East along said South right of way for a distance of 50.0 feet to a one half inch iron pin set; thence South 36 degrees 20 minutes East leaving said South right of way for a distance of 70.6 feet to a one half inch iron pin set; thence South for a distance of 479.7 feet to a one half inch iron pin set; thence South 89 degrees 40 minutes West for a distance of 50.0 feet to the POINT OF BEGINNING. Said parcel being dedicated for public right of way and contains 26,666.2 square feet, plus or minus.

CERTIFICATE OF DEDICATION

I, James Fowler, by signature of this statement, hereby dedicate the portions of the property described as "Right of Way Dedication" to the City of Starkville, Mississippi for public use.

12/2/19
Date of Execution

Signature

CERTIFICATE OF FINAL APPROVAL:

Pursuant to the City of Starkville, Mississippi, Subdivision Regulations, this document was given approval by the Starkville City Planning and Zoning Commission at a meeting held on this the 12 day of December 2019. All of the conditions on approval having been completed, this document is hereby accepted, and this certificate executed under authority of these regulations.

Fire Department — City Planner

Starkville Electric Department — City Engineer

Public Services Director

Pursuant to the Starkville, Mississippi, Subdivision Regulations, this document was given approval by the mayor and board of alderman at a meeting held on this the 17th day of December 2019. All of the conditions of approval having been completed, this document is hereby accepted, and this certificate executed under authority of these regulations, provided, however, this approval shall be invalid, null and void, unless this plat is filed with the chancery clerk within six months hereafter.

12/13/19
Date of Execution

Lynn Spruill
Mayor, City of Starkville, Mississippi

City Clerk

CERTIFICATE OF RECORDING:

This document was filed for record on this the 16th Dec day of, 2019, in Slide Number 7413

2019 16351

Signature

Clerk

Name

MY COMMISSION EXPIRES JAN. 2020

CERTIFICATE OF ENGINEERING ACCURACY:

I, _____, hereby certify that this plat correctly represents a survey made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the Starkville, Mississippi Regulations have been fully complied with.

Date of Execution

Registered Professional Engineer
No. _____, Mississippi

Surveyor's Note

This survey was performed based on evidence recovered on the ground by Pepper Surveying and Mapping, LLC and publicly recorded information found pertaining to this property. The locations of the boundary lines, additional interests of way are to the best of my knowledge and based on the evidence found, however, no title opinion was provided to Pepper Surveying and Mapping, LLC for the property shown on this plat. Should a title opinion be performed, other issues regarding this property may result.

Jason W. Pepper, P.L.S.
PLS-02828

STATEMENT OF SURVEYING ACCURACY:

I, Jason W. Pepper, hereby state that this map correctly represents a survey completed by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown.

12-17-19
Date of Execution

Jason W. Pepper, P.L.S.
No. 02828 Mississippi
PLS-02828

SURVEYING STATEMENT:

I, Jason W. Pepper, hereby state that this map correctly represents a survey completed by me or under my supervision in October of 2019; and is a true and correct representation of the improvements on the ground; and that all monuments, which were found or placed on the property, are correctly described and located.

12-17-19
Date of Execution

Jason W. Pepper, P.L.S.
No. 02828 Mississippi
PLS-02828

STATEMENT OF COMPARISON:

We, Sharon Livingston, Chancery Clerk, and Jason W. Pepper, Professional Land Surveyor, do hereby state that we have carefully compared the original plat of Magnolias at Bent Brook made by said Jason W. Pepper with the duplicate thereof for filing in the Public Records of Oktibbeha County, Mississippi, and that this is an exact duplicate of the original survey and plat.

Witness our signatures this the 17th day of December 2019.

Sharon Livingston, Chancery Clerk

Jason W. Pepper, P.L.S.

MY COMMISSION EXPIRES JAN. 2020

CERTIFICATE OF OWNERSHIP:

I, James Fowler, in my capacity as Manager of Magnolias At Bent Brook, LLC, which is the owner of the real estate shown do hereby certify that we laid off platted and subdivided and do hereby lay off, plat and subdivide the real estate in accordance to the within plat.

OWNER:

Name and Title — 12/2/19 Date

CERTIFICATE OF MORTGAGE HOLDER:

I, Kevin Kinkade, in my capacity as 1st Vice President of Trustmark Bank, which is the lein holder of the real estate shown do hereby certify that we laid off platted and subdivided and do hereby lay off, plat and subdivide the real estate in accordance to the within plat.

MORTGAGE HOLDER:

Name and Title — 12-2-19 Date

State of MS
County of Madison

I, Ben Goudet, Notary Public in and for said County, in said State, hereby certify that Kevin W. Kinkade, whose name appears on this document as Mortgage Holder, signed the foregoing voluntarily.

GIVEN under my hand and official seal this the 2nd day of December 2019.

Notary Public

STATE OF MISSISSIPPI BENJAMIN JOSEPH GOUDET NOTARY PUBLIC ID NO 121194 MY COMMISSION EXPIRES OCT. 29, 2021 MADISON COUNTY

Pepper Surveying and Mapping, LLC

BEARING BASIS: FOUND MONUMENTS
SWORN CREW MEMBER(S): JASON PEPPER, CHIP CARLEY & JACE HOBART
SCALE: 1" = 50'
CLASS OF SURVEY: "B"
FIELD DATA COLLECTED: 10/24/2019
DRAWING COMPLETED: 11/13/2019
ALL PINS SET ARE 0.5" DIA. BY 18" LONG REBAR

YELLOW JACKET DRIVE
REVISION NUMBER: 1
PROJECT NUMBER: 19-180-C
CONVERGENCE: N/A
FILE NAME: 19-180-FinalPlat v2
DRAWN BY: PBO/JWP
ONE CALL TICKET: N/A
SHEET: 1 of 1

Mississippi 811 — Know what's below. Call before you dig. 811 or 800.227.6477

*MISSISSIPPI 811 PHONE: 1-800-227-6477
ORIGINAL COPIES ARE IN COLOR

FINAL SUBDIVISION PLAT

MAGNOLIAS AT BENT BROOK

STARKVILLE, MISSISSIPPI

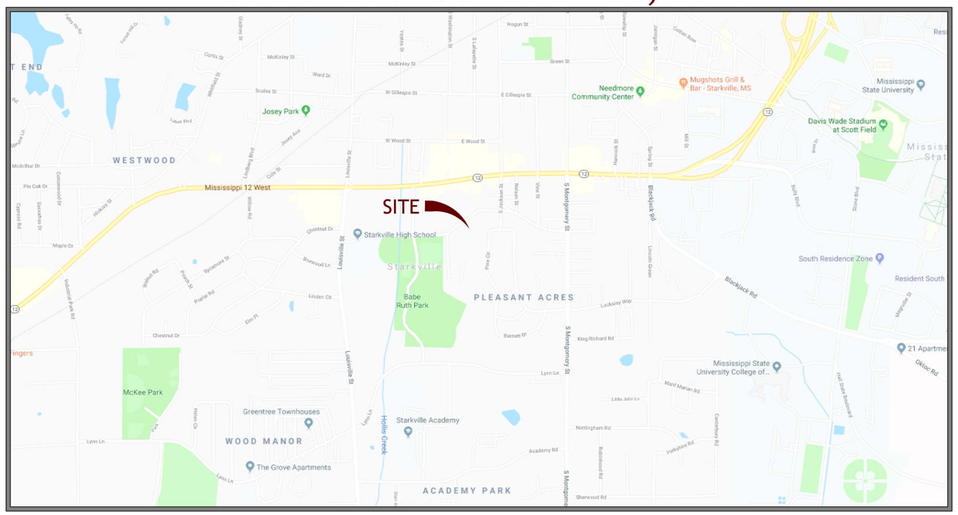
PEPPER SURVEYING & MAPPING
1085 H STARK ROAD
STARKVILLE, MS 39759
SHIPPING: 834 HWY 12W #180
PHONE AND FAX: 1-888-983-9063
www.peppersurveying.com

RECORD DRAWINGS

FOR

MAGNOLIAS AT BENTBROOK SUBDIVISION

PUBLISHED: OCTOBER 25, 2019



UTILITY OWNERS:

GAS:
ATMOS ENERGY
402 UNIVERSITY DR
STARKVILLE, MS 39759
(662)-323-2741

ELECTRICITY:
CITY OF STARKVILLE ELECTRIC DEPT. GENERAL
DELIVERY - MAIN ST. STARKVILLE, MS 39759
(662)-323-3133

WATER & SEWER:
CITY OF STARKVILLE
CURRY STREET
STARKVILLE, MS 39759
(662)-323-3505

CABLE:
METROCAST
P.O. BOX 1447
STARKVILLE, MS 39760-1447
300-1/2 S. JACKSON ST.
STARKVILLE, MS 39759
(662)-323-1615

TELEPHONE: AT&T
1-866-620-6000

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SHEET INDEX:

C-01 OF 7:	TITLE
C-02 OF 7:	TYPICAL ROADWAY SECTIONS
C-03 OF 7:	RECORD BENTBROOK DRIVE PLAN/PROFILE
C-04 OF 7:	RECORD PRIVATE ALLEY PLAN/PROFILE
C-05 OF 7:	RECORD UTILITY PLAN
C-06 OF 7:	RECORD SANITARY SEWER PROFILES
C-07 OF 7:	RECORD SANITARY SEWER PROFILE

OWNER/DEVELOPER:

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI 39130

ENGINEER:

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC

834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
jasonpepper@peppersurveying.com

TEL/FAX: 888-963-9063
ALT TEL: 251-269-8689
jww@wooteneng.com

CERTIFICATION:

AS ENGINEER-OF-RECORD, I CERTIFY THAT THE INFRASTRUCTURE IMPROVEMENTS PRESENTED IN THESE RECORD DRAWINGS ACCURATELY REFLECT THE ORIGINAL DESIGN INTENT OF THE APPROVED PLANS, ADDENDUMS, DESIGN REVISIONS, MATERIAL CHANGES, AND CHANGE ORDERS, BUT NOT NECESSARILY ALL INSTRUCTIONS GIVEN DURING CONSTRUCTION.

I DO NOT WARRANT OR GUARANTEE, NOR ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE AS-BUILT INFORMATION SUPPLIED BY OTHERS, BUT DO CERTIFY THAT THE AS-BUILT INFORMATION, IF ACCURATE AND COMPLETE, PROVIDES AN AS-BUILT RECORD WHICH SUBSTANTIALLY COMPLIES WITH THE ORIGINAL DESIGN INTENT.

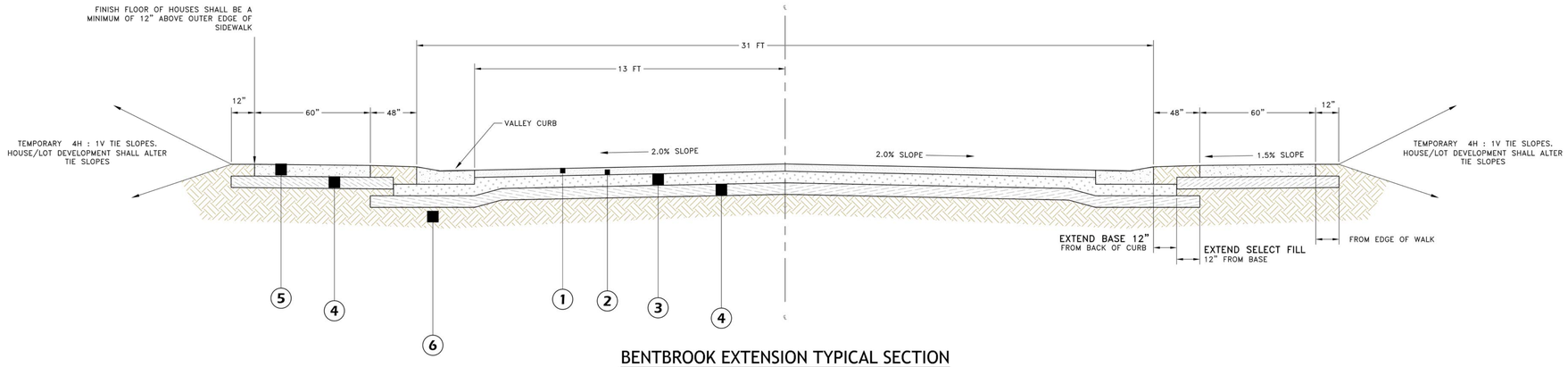
THIS CERTIFICATION NEITHER WARRANTS NOR IMPLIES WARRANTY OF THE CONTRACTOR'S MATERIALS OR WORKMANSHIP.

IN RECOGNITION OF THE ABOVE, I AFFIX MY SEAL AND SIGNATURE.

JASON W. WOOTEN — REGISTERED PROFESSIONAL ENGINEER — 15186 — STATE OF MISSISSIPPI

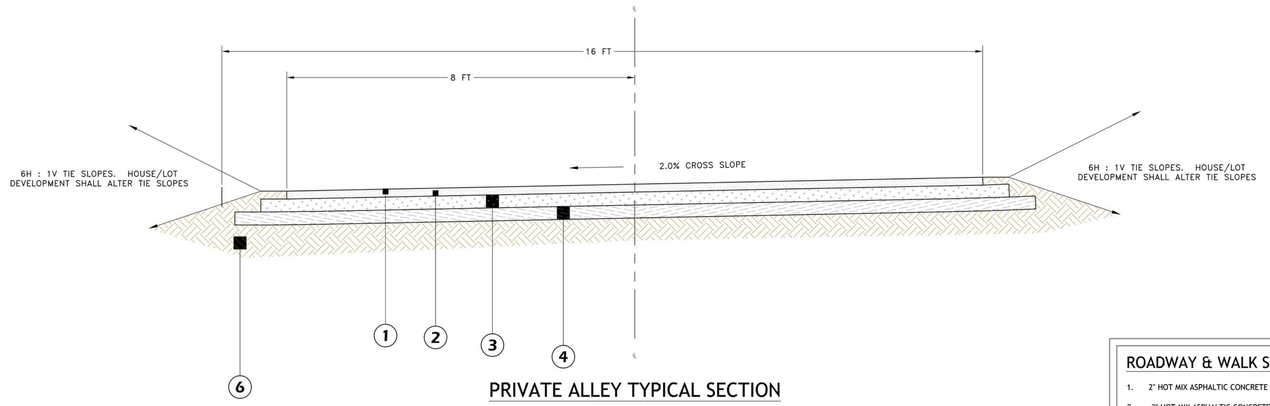
OCTOBER 25, 2019

JASON W. WOOTEN, P.E.



BENTBROOK EXTENSION TYPICAL SECTION

NOT TO SCALE

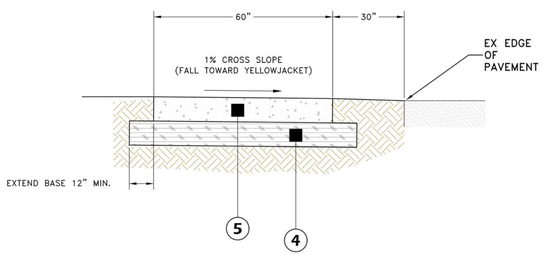


PRIVATE ALLEY TYPICAL SECTION

NOT TO SCALE

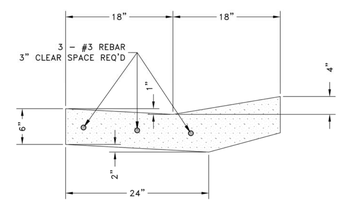
ROADWAY & WALK STRUCTURAL BUILD-UP

1. 2" HOT MIX ASPHALTIC CONCRETE SURFACE CONFORMING TO MDOT SC-1
2. 3" HOT MIX ASPHALTIC CONCRETE BLACK BASE CONFORMING TO MDOT BB-1
3. 6" CRUSHED STONE PER MDOT CRUSHED AGGREGATE SIZE 3/4" AND DOWN. COMPACT TO MIN 98% STANDARD PROCTOR (ASTM D-698)
4. MIN 8" SELECT FILL SANDY &/OR SILTY CLAY (USCS SC OR CL) W/ PI OF 10 TO 20%. COMPACT 8" LOOSE LIFTS TO MIN 95% STANDARD PROCTOR AND MOISTURE ±3% LAB OPTIMUM (ASTM D-698)
5. 5" 3,500 PSI NON-REINFORCED CONCRETE W/ APPROX 5% ENTRAINED AIR. SPACE JOINTS MAX 72' W/ EACH 5TH JOINT BEING FULL DEPTH EXPANSION.
6. SCARIFY RECEIVING SOILS TO 6" DEPTH & RE-COMPACT TO 95% STANDARD PROCTOR (ASTM D-698).



TYPICAL SECTION FOR YELLOW JACKET SIDEWALK

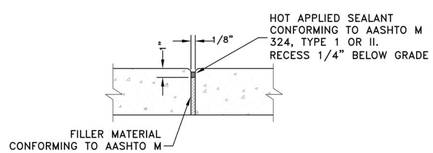
NOT TO SCALE



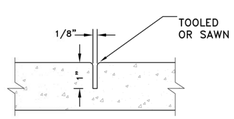
CONCRETE SHALL BE 3,000 PSI MIN COMPRESSIVE STRENGTH
CONTRACTION JOINT REQUIRED AT MAX 10 FT ON CENTER
EXPANSION JOINT REQUIRED AT MAX 60 FT ON CENTER
EXTEND REBAR THROUGH JOINT MIN 18" IN PLASTIC SLEEVE

CITY OF STARKVILLE ROLL-OVER CURB & GUTTER SECTION

NOT TO SCALE



SIDEWALK EXPANSION JOINT



SIDEWALK CONTRACTION JOINT

CONCRETE JOINT DETAILS

NOT TO SCALE

PROJECT TYPICAL SECTIONS & PAVEMENT STRUCTURAL SECTIONS DID NOT CHANGE FROM APPROVED PLANS UNLESS AMENDED &/OR REVISED BY CITY INSPECTION PERSONNEL

PEPPER ✦ WOOTEN & ASSOCIATES, LLC
ENGINEERING SURVEYING PLANNING DESIGN
834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
TEL/FAX: 888-963-9963
ALT TEL: 251-269-8689
jww@pwoottening.com
jasonpepper@peppersurveying.com

PROJECT DATA:

PROJECT TYPE: RESIDENTIAL
ZONING: -
PROJECT JURISDICTION: CITY OF STARKVILLE
JURISDICTIONAL APPROVAL: -
ARCHITECT OF RECORD: -
GEOTECH OF RECORD: -
OTHER CONSULTANT: -

DRAWING DATA:

18-009-C
PWA18-009 RECORD.dwg
October 25, 2019
JWW

PWA PROJECT NO.:
DWG FILE:
DATE:
DRAWN BY:
REVISIONS:

CLIENT
MAGNOLIAS AT BENTBROOK, LLC
MADISON, MISSISSIPPI

TYPICAL SECTIONS FOR RECORD

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO.
C-02 of 7

CLIENT

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI

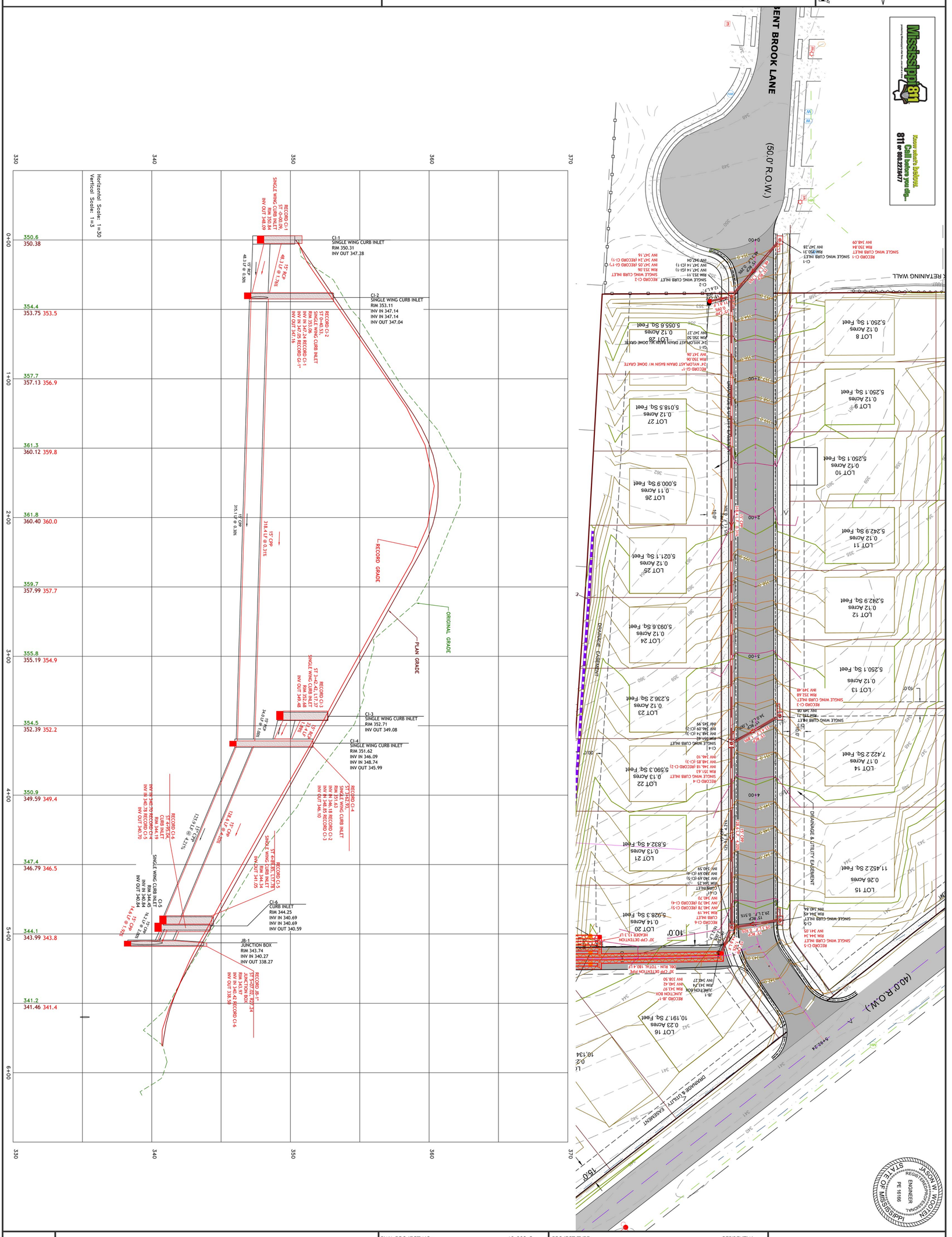
EXISTING SPOT ELEVATION
EXISTING CONTOUR
EXISTING DITCH LINE
EXISTING GRATE INLET
EXISTING DRAINAGE STRUCTURE
EXISTING DRAIN PIPE
EXISTING SURFACE WATER

PROPOSED CONTOUR
PROPOSED FLOW DIRECTION
PROPOSED GRATE INLET
PROPOSED DRAINAGE STRUCTURE
PROPOSED PIPE END TREATMENT
PROPOSED STORM DRAIN LINE
PROPOSED SURFACE WATER

FFE - FINISH FLOOR ELEVATION
EP - EDGE OF PAVEMENT GRADE
EC - EDGE OF CONCRETE GRADE
TC - TOP OF CURB GRADE
FG - FINISH GRADE
FL - FLOW LINE ELEVATION
RCP - REINFORCED CONCRETE PIPE
RCA - REINFORCED CONCRETE ARCH
CPP - CORRUGATED HDPE PIPE
CMP - CORRUGATED METAL PIPE

GRADE & DRAIN LEGEND:

SCALE: 1" = 30'



RECORD BENTBROOK DRIVE PLAN/PROFILE

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO. C-03 of 7

DRAWING DATA:	
PWA PROJECT NO.:	18-009-C
DWG FILE:	PWA18-009 RECORD.dwg
DATE:	October 25, 2019
DRAWN BY:	JWW
REVISIONS:	

PROJECT DATA:	
PROJECT TYPE:	RESIDENTIAL
ZONING:	-
PROJECT JURISDICTION:	CITY OF STARKVILLE
JURISDICTIONAL APPROVAL:	-
ARCHITECT OF RECORD:	-
GEOTECH OF RECORD:	-
OTHER CONSULTANT:	-

STORM SEWER DESIGN CAPCITY TO CONVEY 25-YEAR EVENT
STORM WATER MANAGEMENT SYSTEM TO ATTENUATE 2 & 10-YEAR EVENT

STATE OF MISSISSIPPI JASON W. WOOTEN REGISTERED PROFESSIONAL ENGINEER PE 16108

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC

834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
jasonpepper@peppersurveying.com

TEL/FAX: 888-963-9063
ALT TEL: 251-269-8689
jww@wootenengr.com

CLIENT

MAGNOLIAS AT BENTBROOK, LLC

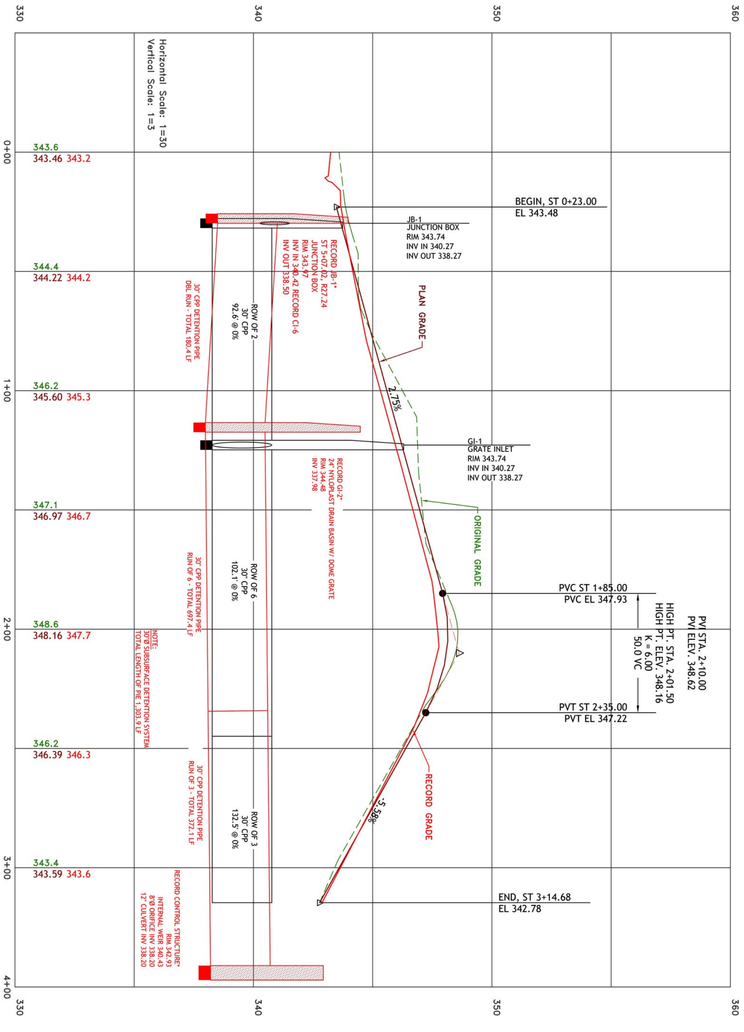
MADISON, MISSISSIPPI

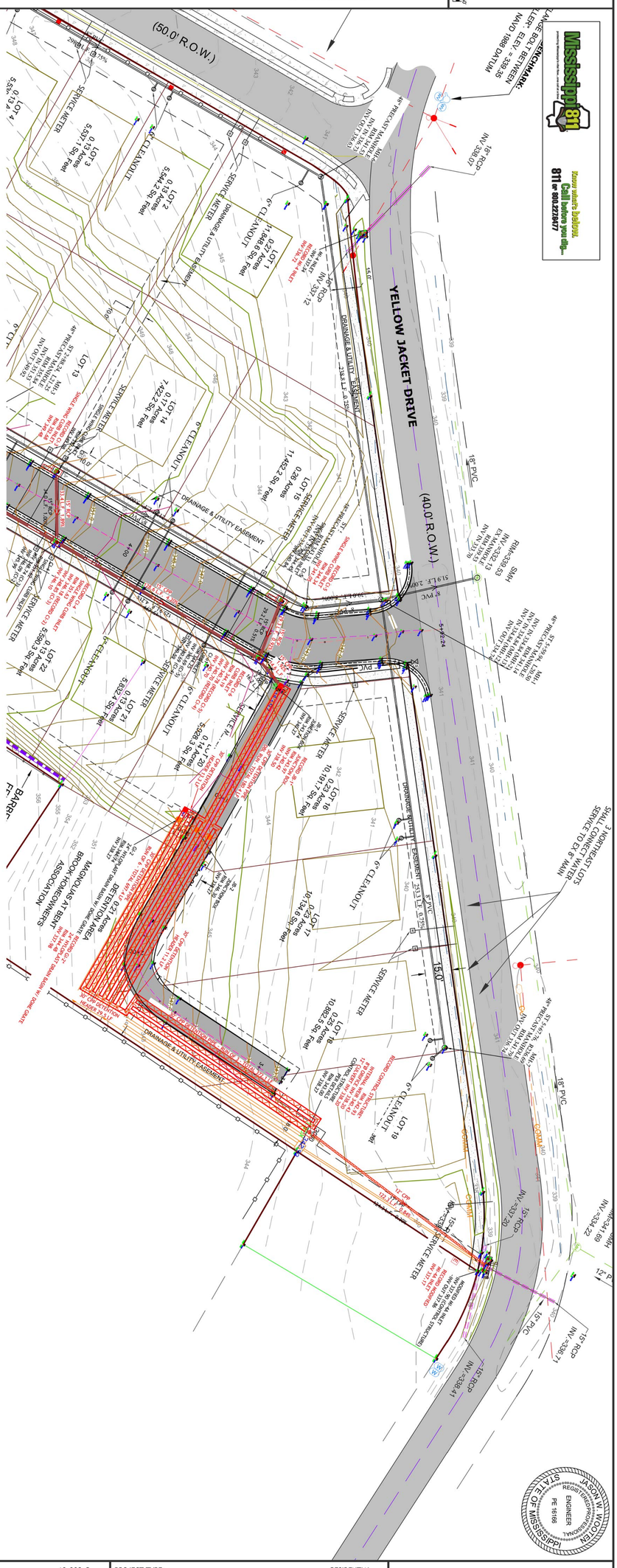
GRADE & DRAIN LEGEND:

- EXISTING SPOT ELEVATION
- EXISTING CONTOUR
- EXISTING DITCH LINE
- EXISTING GRATE INLET
- EXISTING DRAINAGE STRUCTURE
- EXISTING DRAIN PIPE
- EXISTING SURFACE WATER
- PROPOSED CONTOUR
- PROPOSED FLOW DIRECTION
- PROPOSED GRATE INLET
- PROPOSED DRAINAGE STRUCTURE
- PROPOSED PIPE END TREATMENT
- PROPOSED STORM DRAIN LINE
- PROPOSED SURFACE WATER

FFE - FINISH FLOOR ELEVATION
EP - EDGE OF PAVEMENT GRADE
EC - EDGE OF CONCRETE GRADE
TC - TOP OF CURB GRADE
FG - FINISH GRADE
FL - FLOW LINE ELEVATION
RCP - REINFORCED CONCRETE PIPE
RCA - REINFORCED CONCRETE ARCH
CPP - CORRUGATED HDPE PIPE
CMP - CORRUGATED METAL PIPE

SCALE: 1" = 30'





RECORD PRIVATE ALLEY PLAN/PROFILE

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO. C-04 of 7

PWA PROJECT NO.:	18-009-C
DWG FILE:	PWA18-009 RECORD.dwg
DATE:	October 25, 2019
DRAWN BY:	JWW
REVISIONS:	

DRAWING DATA:

PROJECT TYPE:	RESIDENTIAL
ZONING:	-
PROJECT JURISDICTION:	CITY OF STARKVILLE
JURISDICTIONAL APPROVAL:	-
ARCHITECT OF RECORD:	-
GEOTECH OF RECORD:	-
OTHER CONSULTANT:	-

STORM SEWER DESIGN CAPCITY TO CONVEY 25-YEAR EVENT
STORM WATER MANAGEMENT SYSTEM TO ATTENUATE 2 & 10-YEAR EVENT

PROJECT DATA:

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC

834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
jasonpepper@peppersurveying.com

TEL/FAX: 888-963-9063
ALT TEL: 251-269-8689
jww@wootenengineering.com

STATE OF MISSISSIPPI JASON W. WOOTEN REGISTERED PROFESSIONAL ENGINEER PE 16108

CLIENT

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI

UTILITY LEGEND:

- SS — EXISTING SANITARY SEWER LINE
- EXISTING MANHOLE
- EXISTING CLEAN-OUT
- EXISTING PUMP STATION
- W — EXISTING WATER LINE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER

SEE TOPOGRAPHIC LEGEND FOR OTHER UTILITY SYMBOLS

- X" WM — PROPOSED WATER MAIN
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED FLUSHING STATION
- PROPOSED REDUCER
- PROPOSED WATER SERVICE
- PROPOSED BACKFLOW PREVENTER
- PROPOSED DIRECTIONAL BORE

- PROPOSED SEWER LINE
- PROPOSED MANHOLE
- PROPOSED CLEAN-OUT
- X" FM — PROPOSED SEWER FORCE MAIN
- PROPOSED PUMP STATION
- PROPOSED SEWER VALVE
- PROPOSED SEWER SERVICE
- PROPOSED FLUSHING VALVE
- PROPOSED CASING

SCALE: 1" = 40'

NOTE: WATER METER BOXES NOT SET AT TIME OF RECORD SURVEY. NO LOCATIONS NOTED

Mississippi 811 — Know what's below. Call before you dig. 811 or 8002274477

JASON W. WOOTEN — REGISTERED PROFESSIONAL ENGINEER — STATE OF MISSISSIPPI — PE 16166

RECORD UTILITY PLAN

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO. C-05 of 7

DRAWING DATA:

PWA PROJECT NO.:	18-009-C
DWG FILE:	PWA18-009 RECORD.dwg
DATE:	October 25, 2019
DRAWN BY:	JWW
REVISIONS:	

PROJECT DATA:

PROJECT TYPE:	RESIDENTIAL
ZONING:	-
PROJECT JURISDICTION:	CITY OF STARKVILLE
JURISDICTIONAL APPROVAL:	-
ARCHITECT OF RECORD:	-
GEOTECH OF RECORD:	-
OTHER CONSULTANT:	-

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC

834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
jasonpepper@peppersurveying.com

TEL/FAX: 888-963-9063
ALT TEL: 251-269-8689
jww@wootenengineering.com

SCALE: 1" = 40'

0 40' 80'

UTILITY LEGEND:

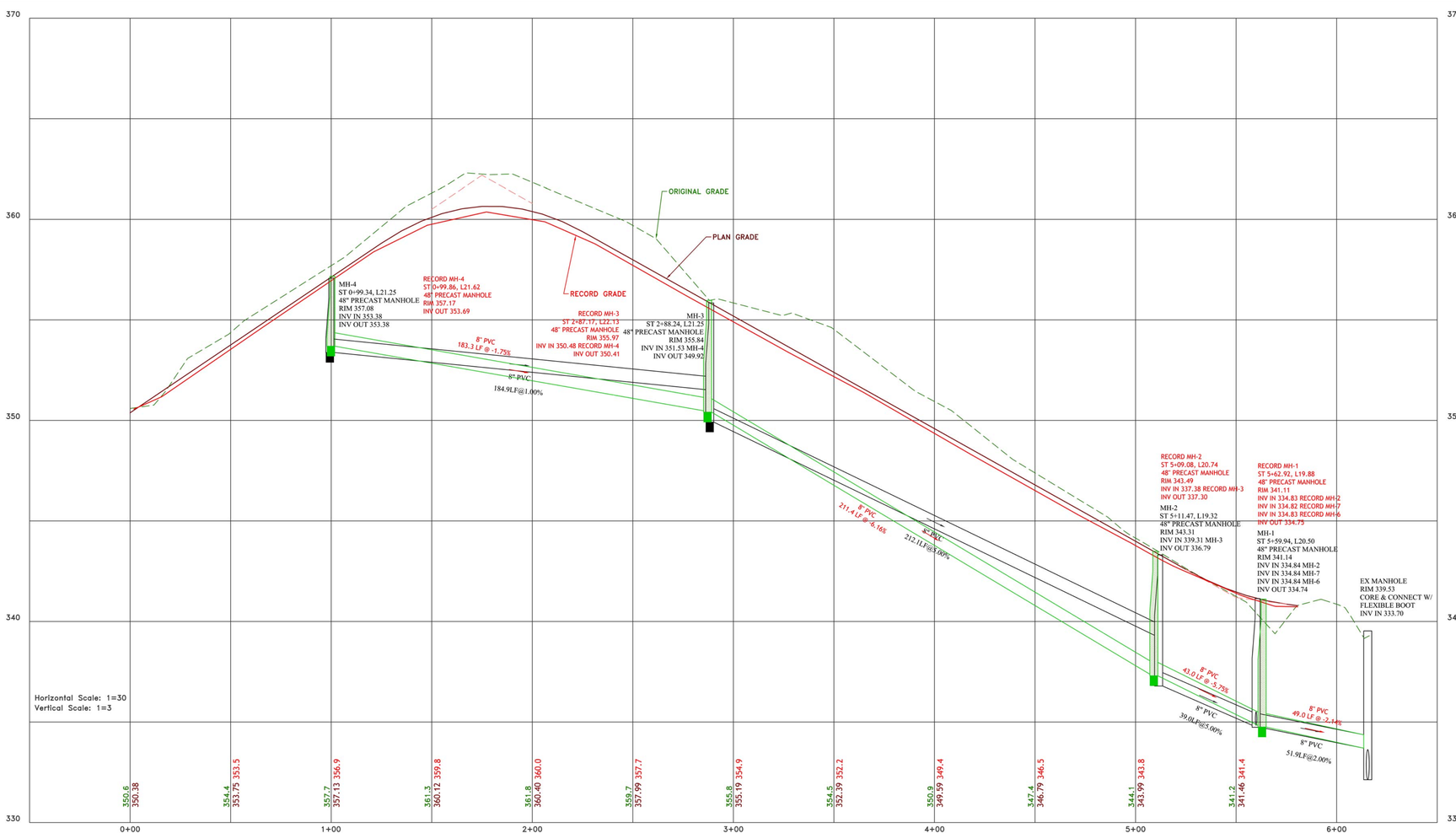
- PROPOSED SEWER LINE
- PROPOSED MANHOLE
- PROPOSED CLEAN-OUT
- PROPOSED SEWER FORCE MAIN
- PROPOSED PUMP STATION
- PROPOSED SEWER VALVE
- PROPOSED SEWER SERVICE
- PROPOSED FLUSHING VALVE
- PROPOSED CASING
- PROPOSED WATER MAIN
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED FLUSHING STATION
- PROPOSED REDUCER
- PROPOSED WATER SERVICE
- PROPOSED BACKFLOW PREVENTER
- PROPOSED DIRECTIONAL BORE
- EXISTING SANITARY SEWER LINE
- EXISTING MANHOLE
- EXISTING CLEAN-OUT
- EXISTING PUMP STATION
- EXISTING WATER LINE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER

SEE TOPOGRAPHIC LEGEND FOR OTHER UTILITY SYMBOLS

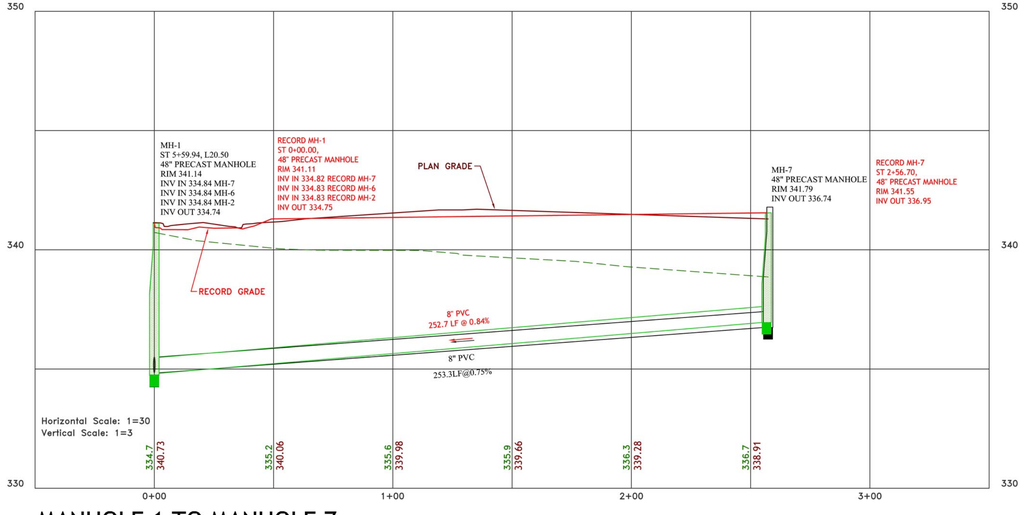
CLIENT

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI



MANHOLE 4 TO EXISITNG MANHOLE CONNECTION



MANHOLE 1 TO MANHOLE 7

JASON W. WOOTEN
REGISTERED PROFESSIONAL
ENGINEER
PE 16166
STATE OF MISSISSIPPI

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC
TEL/FAX: 888-963-9063
ALT TEL: 615-516-0660
jww@woottenmg.com
834 HIGHWAY 51 WEST #180
STANLEY, MISSISSIPPI 39159
jasonpepper@pepperssurveying.com

PROJECT DATA:

RESIDENTIAL
CITY OF STARKVILLE

PROJECT TYPE:
ZONING:
PROJECT JURISDICTION:
JURISDICTIONAL APPROVAL:
ARCHITECT OF RECORD:
GEOTECH OF RECORD:
OTHER CONSULTANT:

DRAWING DATA:

PWA PROJECT NO.: PWA18-009-C
DWG FILE: 18-009 RECORD.dwg
DATE: October 25, 2019
DRAWN BY: JWW

REVISIONS:

Mississippi 811
protecting Mississippi's vital flow...one call at a time
Know what's below.
Call before you dig...
811 or 800.2228477

RECORD SANITARY SEWER PROFILES

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO.

C-06 of 7

CLIENT

MAGNOLIAS AT BENTBROOK, LLC

MADISON, MISSISSIPPI

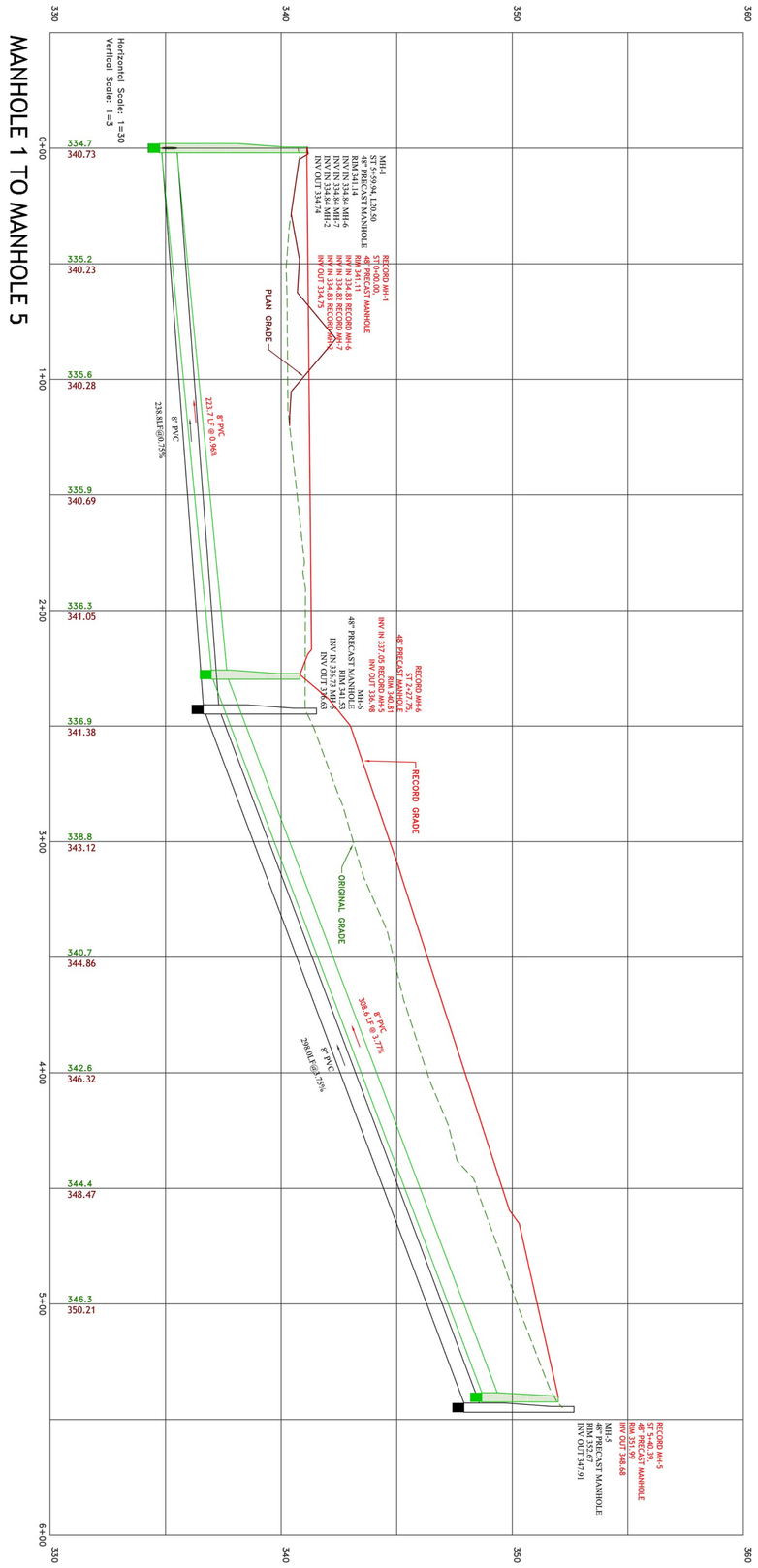
UTILITY LEGEND:

- SS — EXISTING SANITARY SEWER LINE
- EXISTING MANHOLE
- EXISTING CLEAN-OUT
- EXISTING PUMP STATION
- W — EXISTING WATER LINE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER

SEE TOPOGRAPHIC LEGEND FOR OTHER UTILITY SYMBOLS

- X" WM — PROPOSED WATER MAIN
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED FLUSHING STATION
- PROPOSED REDUCER
- PROPOSED WATER SERVICE
- PROPOSED BACKFLOW PREVENTER
- PROPOSED DIRECTIONAL BORE
- PROPOSED SEWER LINE
- PROPOSED MANHOLE
- PROPOSED CLEAN-OUT
- X" FM — PROPOSED SEWER FORCE MAIN
- PROPOSED PUMP STATION
- PROPOSED SEWER VALVE
- PROPOSED SEWER SERVICE
- PROPOSED FLUSHING VALVE
- PROPOSED CASING

SCALE: 1" = 40'



Mississippi 811

Know what's below. Call before you dig.

811 or 8012228477

STATE OF MISSISSIPPI — JASON W. WOOTEN — PE 19168 — ENGINEER — REGISTERED PROFESSIONAL

RECORD SANITARY SEWER PROFILE

MAGNOLIAS AT BENTBROOK

STARKVILLE, MISSISSIPPI

SHEET NO. C-10 of 20

DRAWING DATA:

PWA PROJECT NO.:	18-009-C
DWG FILE:	PWA18-009 RECORD.dwg
DATE:	October 25, 2019
DRAWN BY:	JWW

REVISIONS:

1	11/19/2018	REVISED TO ADDRESS CITY OF STARKVILLE DRC COMMENTS

PROJECT DATA:

PROJECT TYPE:	RESIDENTIAL
ZONING:	-
PROJECT JURISDICTION:	CITY OF STARKVILLE
JURISDICTIONAL APPROVAL:	-
ARCHITECT OF RECORD:	-
GEOTECH OF RECORD:	-
OTHER CONSULTANT:	-

PEPPER ✦ WOOTEN
ENGINEERING SURVEYING PLANNING DESIGN
& ASSOCIATES, LLC

834 HIGHWAY 12 WEST #180
STARKVILLE, MISSISSIPPI 39759
jasonpepper@peppersurveying.com

TEL/FAX: 888-963-9063
ALT TEL: 251-269-8689
jww@wootenengr.com

AGENDA ITEM DEPT.: Finance

CITY OF STARKVILLE COVERSHEET **AGENDA DATE** 04/07/2026

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: **FY 2026-2027 Budget**

FISCAL NOTE:

Total Claims for the **FY 26** Claims Docket Ending April 1,2026 is $9,629,722.96

Of which the claims amount for Starkville Utilities is $4,826,778.98

General Fund	001	$555,844.31
Restricted Police Fund	002	$97.17
Restricted Fire Fund	003	$1,619.00
Airport Fund	015	$65,528.95
Restricted Airport	016	$99,842.45
Sanitation / Environmental Services	022	$69,828.29
State Forfeited Funds	151	$756.87
Debt Service Fund	200	$517,032.49
Capital Projects Fund	300	$2,054.65
SS4A Grant	304	$53,142.88
G.O. Bond Fund	305	$914,869.15
Main Street Project	311	$4,662.10
Parks Capital Project (2023)	312	$250,136.76
Park And Rec Tourism	375	$24,500.00
Build Grant MS 182/MLK Corridor	377	$1,101,276.83
Starkville Utilities		$188,759.35
Starkville Water		$1,293,293.51
Payroll		$1,141,752.08
Payroll Starkville Utilities		$635,508.86
Utilities March Refunds		$11,333.77
TVA		$2,682,050.03
4-County		$15,833.46
Grand Total		$9,629,722.96

REQUESTING DEPARTMENT: Finance and Administration

DIRECTOR'S AUTHORIZATION: Joanna McLaurin

FOR MORE INFORMATION CONTACT: Joanna McLaurin, City Clerk /Webb Corban, CFO or Cindy Perkins, Deputy Clerk – Accounts Payable

---

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities as of December 30, 2025 for fiscal year ending 9/30/26 acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5,21-39-7, 21-39-9, 21-39-17 and 21-15-21.

CLAIMS DOCKET

City of Starkville, MS

By Fund

Post Dates 3/19/2026 - 4/1/2026

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
SHEPS CLEANERS- FIRE	40992	01/29/2026	DRY CLEANING	001-000-160-697	67.50
SHEPS CLEANERS- FIRE	41030	02/10/2026	DRY CLEAN SHEETS, TOWELS, COMFORTERS	001-000-160-697	76.00
TAYLOR'S TOOL & SUPPLY STARKVILLE	505-2	03/10/2026	GRILL PLT WOODRIDGE ST 4	001-000-160-697	799.95
BAPTIST MEDICAL GROUP	INV0038946	03/11/2026	DRUG SCREENS	001-000-053-206	1,218.00
BAPTIST MEDICAL GROUP	INV0038946	03/11/2026	DRUG SCREENS	001-000-054-205	105.00
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-000-053-206	4,790.84
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-000-053-206	3,423.19
REGIONS VISA	USI26-02178427	03/22/2026	INDEED	001-000-053-206	97.28
REGIONS VISA	USI26-02178427	03/22/2026	INDEED	001-000-054-205	182.86
				Outstanding Total:	**10,760.62**
				Department 000 - UNDESIGNATED Total:	**10,760.62**
Department: 005 - DUE FROM SFM					
Outstanding					
CANON FINANCIAL SVCS, INC	42823832	03/12/2026	MAINTENANCE/COPIES	001-005-054-208	424.68
ATMOS ENERGY	INV0038971	04/01/2026	MONTHLY UTILITIES	001-005-054-208	163.74
				Outstanding Total:	**588.42**
				Department 005 - DUE FROM SFM Total:	**588.42**
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
MS MUNICIPAL LEAGUE	42651	03/17/2026	MML 2026 CONFERENCE REGISTRATION (5)	001-100-610-350	1,750.00
				Outstanding Total:	**1,750.00**
				Department 100 - BOARD OF ALDERMEN Total:	**1,750.00**
Department: 110 - MUNICIPAL COURT					
Outstanding					
TYLER TECHNOLOGIES	025-541482	01/23/2026	ANNUAL FEES	001-110-645-420	24,707.00
CANON FINANCIAL SVCS, INC	42823836	03/12/2026	MAINTENANCE/COPIES	001-110-604-330	125.80
CANON FINANCIAL SVCS, INC	42823840	03/12/2026	MAINTENANCE/COPIES	001-110-604-330	44.77
STAPLES	6058327009	03/13/2026	OFFICE SUPPLIES	001-110-501-200	144.79
STAPLES	6058327014	03/13/2026	INK REFILL	001-110-501-200	7.54
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-110-491-135	841.63
MMCCA	INV0038923	03/18/2026	REGISTRATION MMCCA CONFERENCE	001-110-610-350	50.00
QUADIENT FINANCE USA, INC.	INV0038955	03/18/2026	FINANCE CHARGES	001-110-604-330	8.99
TYLER TECHNOLOGIES	025-542141	03/20/2026	CREDIT ON FEES	001-110-645-420	-4,843.30
TYLER TECHNOLOGIES	025-542266	03/20/2026	CREDIT ON FEES	001-110-645-420	-1,688.20
STAPLES	6058327003	03/20/2026	REFILL INK FOR STAMP	001-110-501-200	2.35
MDES-MS DEPARTMENT OF EMPLOYMENT SECURITY	INV0038956	03/25/2026	S WHITE BENEFITS	001-110-490-134	2,303.58
STAPLES	6059464466	03/27/2026	POST IT NOTES, PAPER	001-110-501-200	148.07
MAXXSOUTH BROADBAND	8324-03282026	03/28/2026	CITY HALL INTERNET BREAKDOWN	001-110-604-330	31.36
				Outstanding Total:	**21,884.38**
				Department 110 - MUNICIPAL COURT Total:	**21,884.38**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON FINANCIAL SVCS, INC	42823839	03/12/2026	MAINTENANCE/COPIES	001-120-604-330	33.98
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-120-491-135	283.24
QUADIENT FINANCE USA, INC.	INV0038955	03/18/2026	FINANCE CHARGES	001-120-604-330	8.99
FEDEX	9-228-02935	03/25/2026	SHIPPING	001-120-604-330	66.52
MAXXSOUTH BROADBAND	8324-03282026	03/28/2026	CITY HALL INTERNET BREAKDOWN	001-120-604-330	31.38
NARRATIVE 12, LLC	INV0038966	03/31/2026	SOCIAL MEDIA/PUBLIC INFORMATION	001-120-600-302	4,500.00
				Outstanding Total:	**4,924.11**
				Department 120 - MAYORS OFFICE Total:	**4,924.11**
Department: 123 - IT					
Outstanding					
REGIONS VISA	47592	03/01/2001	GIGTEL	001-123-600-300	176.31
NEX TECH OPERATIONS LLC	10673	06/30/2025	TABLE	001-123-600-301	2,392.68
REGIONS VISA	3380704539	02/27/2026	ADOBE	001-123-600-300	13.27
VERIZON WIRELESS	6137541543	03/02/2026	MONTHLY USAGE	001-123-604-330	0.03
THREATLOCKER, INC	162742	03/05/2026	SOFTWARE	001-123-600-300	13,030.00
REGIONS VISA	16899437	03/09/2026	GATE.COM	001-123-600-300	99.80
MAXXSOUTH BROADBAND	0281-03102026	03/10/2026	STRKCAM	001-123-625-380	2,038.88
MAGNOLIA BOTTLED WATER	88508	03/11/2026	2 -5 GAL WATER	001-123-501-200	20.00
CANON FINANCIAL SVCS, INC	42823831	03/12/2026	MAINTENANCE/COPIES	001-123-604-330	115.81
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-123-491-135	558.39
REGIONS VISA	16929171	03/19/2026	GATE.COM	001-123-600-300	19.95
REGIONS VISA	3405446576	03/23/2026	ADOBE	001-123-600-300	772.57
DELL FINANCIAL SERVICES	5027309	03/27/2026	LEASE RENTAL	001-123-820-872	422.52
DELL FINANCIAL SERVICES	5027309	03/27/2026	LEASE RENTAL	001-123-830-872	75.33
MAXXSOUTH BROADBAND	8324-03282026	03/28/2026	CITY HALL INTERNET BREAKDOWN	001-123-604-330	31.38
				Outstanding Total:	**19,766.92**
				Department 123 - IT Total:	**19,766.92**
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
TYLER TECHNOLOGIES	025-541482	01/23/2026	ANNUAL FEES	001-142-645-420	41,889.00
VERIZON WIRELESS	6137541543	03/02/2026	MONTHLY USAGE	001-142-604-330	40.01
MAXXSOUTH BROADBAND	6681-03102026	03/10/2026	WEATHER CAMERA	001-142-604-330	115.63
CANON FINANCIAL SVCS, INC	42823830	03/12/2026	MAINTENANCE/COPIES	001-142-604-330	495.25
CANON FINANCIAL SVCS, INC	42823836	03/12/2026	MAINTENANCE/COPIES	001-142-604-330	125.80
SUNSTAR INSURANCE AGENCY	1493509	03/13/2026	BOND RENEWAL M POLK	001-142-620-371	175.00
SULLIVAN'S, INC.	100032	03/17/2026	NAME PLATE	001-142-501-200	20.95
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-142-491-135	841.63
QUADIENT FINANCE USA, INC.	INV0038955	03/18/2026	FINANCE CHARGES	001-142-604-330	8.99
TYLER TECHNOLOGIES	025-533879	03/20/2026	CREDIT ON FEES	001-142-645-420	-6,958.95
TYLER TECHNOLOGIES	025-542260	03/20/2026	CREDIT ON FEES	001-142-645-420	-12,542.29
TYLER TECHNOLOGIES	025-542266	03/20/2026	CREDIT ON FEES	001-142-645-420	-13,056.06
CANON SOLUTIONS AMERICA*	6015392271	03/24/2026	MAINTENANCE/COPIES	001-142-604-330	12.35
REGIONS VISA	INV0038942	03/24/2026	CMC APPLICATION FEE C PERKINS	001-142-610-350	150.00
FEDEX	9-228-02935	03/25/2026	SHIPPING	001-142-604-330	18.44
REGIONS VISA	119435	03/27/2026	HOLIDAY INN POOJA ROOM/TRAINING	001-142-610-350	330.00
POOJA SHAUNAK	INV0038964	03/27/2026	REIMBURSE FOR MEALS & TRAVEL	001-142-610-350	312.91

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	8324-03282026	03/28/2026	CITY HALL INTERNET BREAKDOWN	001-142-604-330	31.36
				Outstanding Total:	**12,010.02**
				Department 142 - CITY CLERKS OFFICE Total:	**12,010.02**
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	300258242	03/05/2026	VA 26-02 LOT 217	001-169-615-342	57.48
STARKVILLE DAILY NEWS	300258548	03/06/2026	VA 26-01 MLK DR SPRINKLER	001-169-615-342	245.88
				Outstanding Total:	**303.36**
				Department 169 - LEGAL Total:	**303.36**
Department: 180 - HUMAN RESOURCES					
Outstanding					
SULLIVAN'S, INC.	99066	01/09/2026	USED TABLE	001-180-555-250	125.00
BAPTIST MEDICAL GROUP	INV0038946	03/11/2026	DRUG SCREENS	001-180-600-320	680.00
CANON FINANCIAL SVCS, INC	42823831	03/12/2026	MAINTENANCE/COPIES	001-180-604-330	115.81
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-180-491-135	704.06
FEDEX	9-217-95827	03/18/2026	PAYROLL	001-180-691-505	39.43
QUADIENT FINANCE USA, INC.	INV0038955	03/18/2026	FINANCE CHARGES	001-180-604-330	8.99
REGIONS VISA	USI26-02178427	03/22/2026	INDEED	001-180-610-340	55.00
AMAZON CAPITAL SRVCS, INC.	1RL6-PVCK-YDXP	03/24/2026	TABLECLOTHS, TABLE RUNNER, BANNER	001-180-555-250	220.85
FEDEX	9-228-02935	03/25/2026	SHIPPING	001-180-691-505	80.80
MAXXSOUTH BROADBAND	8324-03282026	03/28/2026	CITY HALL INTERNET BREAKDOWN	001-180-604-330	31.38
				Outstanding Total:	**2,061.32**
				Department 180 - HUMAN RESOURCES Total:	**2,061.32**
Department: 190 - CITY PLANNER					
Outstanding					
VERIZON WIRELESS	6137541543	03/02/2026	MONTHLY USAGE	001-190-604-330	69.67
CANON FINANCIAL SVCS, INC	42823839	03/12/2026	MAINTENANCE/COPIES	001-190-604-330	33.97
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-190-491-135	283.24
QUADIENT FINANCE USA, INC.	INV0038955	03/18/2026	FINANCE CHARGES	001-190-604-330	8.99
AMAZON CAPITAL SRVCS, INC.	1CTQ-TG9H-D4NN	03/19/2026	PENS, APPLE PENCIL	001-190-501-200	29.37
AMAZON CAPITAL SRVCS, INC.	1CTQ-TG9H-D4NN	03/19/2026	PENS, APPLE PENCIL	001-190-604-330	83.29
MAXXSOUTH BROADBAND	8324-03282026	03/28/2026	CITY HALL INTERNET BREAKDOWN	001-190-604-330	31.38
AMAZON CAPITAL SRVCS, INC.	1Y1H-P9MT-3LXL	03/31/2026	MOUSE PAD, NAME PLATE, NOTEBOOKS. ETC	001-190-501-200	96.66
AMAZON CAPITAL SRVCS, INC.	1Y1H-P9MT-3LXL	03/31/2026	MOUSE PAD, NAME PLATE, NOTEBOOKS. ETC	001-190-604-330	5.99
				Outstanding Total:	**642.56**
				Department 190 - CITY PLANNER Total:	**642.56**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	426413349	03/12/2026	SUPPLIES	001-192-510-220	97.28
CINTAS	4263181469	03/19/2026	SUPPLIES	001-192-510-220	97.28
CINTAS	4263930188	03/26/2026	SUPPLIES	001-192-510-220	97.28
JAN-PRO OF MS	889060	03/27/2026	JANITORIAL FOR APRIL 2026	001-192-600-338	1,734.00
STARKVILLE UTILITIES	INV0038969	04/01/2026	MONTHLY UTILITIES	001-192-625-380	2,340.48
ATMOS ENERGY	INV0038971	04/01/2026	MONTHLY UTILITIES	001-192-625-380	676.64
				Outstanding Total:	**5,042.96**
				Department 192 - GENERAL GOVERN BLDG & PLANT Total:	**5,042.96**
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
MS STATE UNIVERSITY AGRICENTER	INV0038950	03/25/2026	QUARTERLY CONTRIBUTION	001-195-625-380	10,000.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0038951	03/25/2026	QUARTERLY CONTRIBUTION	001-195-951-955	48,750.00
STARKVILLE/OKTIBBEHA LIBRARY	INV0038952	03/25/2026	QUARTERLY CONTRIBUTION	001-195-900-802	77,500.00
HERITAGE MUSEUM	INV0038953	03/25/2026	ANNUAL CONTRIBUTION	001-195-951-969	3,125.00
GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	7826	04/01/2026	CHAMBER MEMBERSHIP DUES	001-195-951-966	6,250.00
				Outstanding Total:	**145,625.00**
				Department 195 - TRANSFERS TO OTHER AGENCIES Total:	**145,625.00**
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	193	03/19/2026	LAWN SERVICE	001-196-630-425	800.00
HAMPTON YOUNG CORP.	193	03/19/2026	LAWN SERVICE	001-196-631-402	1,750.00
HAMPTON YOUNG CORP.	193	03/19/2026	LAWN SERVICE	001-196-637-637	650.00
				Outstanding Total:	**3,200.00**
				Department 196 - CEMETERY ADMINISTRATION Total:	**3,200.00**
Department: 197 - ENGINEERING					
Outstanding					
CIVIL LINK	82343	02/28/2026	ROADWAY MAINTENANCE & IMPROVEMENTS PLAN	001-197-600-308	12,360.00
CANON FINANCIAL SVCS, INC	42823839	03/12/2026	MAINTENANCE/COPIES	001-197-604-330	33.98
REGIONS VISA	31726k124	03/17/2026	FOOD FOR TRAINING	001-197-610-350	749.34
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-197-491-135	809.26
QUADIENT FINANCE USA, INC.	INV0038955	03/18/2026	FINANCE CHARGES	001-197-604-330	8.99
GREEN GROVES LLC	1931	03/19/2026	TRAINING WORKSHOP	001-197-610-350	2,600.00
TSW DESIGN	31635	03/19/2026	DESIGN & CONSULTING SERVICES	001-197-600-308	925.00
AMAZON CAPITAL SRVCS, INC.	1VQX-P66R-T9CY	03/23/2026	NACTO REFERENCE GUIDE	001-197-501-200	46.75
MAXXSOUTH BROADBAND	8324-03282026	03/28/2026	CITY HALL INTERNET BREAKDOWN	001-197-604-330	31.38
FUELMAN / FLEETCOR	NP70234195	03/30/2026	FUEL CHARGES 3/23/26-3/29/26	001-197-525-231	37.73
				Outstanding Total:	**17,602.43**
				Department 197 - ENGINEERING Total:	**17,602.43**
Department: 201 - POLICE DEPARTMENT					
Outstanding					
BRISLIN, INC	251865	11/13/2025	SERVICED EQUIPMENT AT POLICE DEPARTMENT	001-201-630-426	2,600.00
STARKVILLE RADIOLOGY PLLC	3102300	12/06/2025	PRISONER MEDICAL EXPENSE	001-201-541-240	272.15
W. MARK DONALD, DMD	INV0038959	12/22/2025	PRISONER MEDICAL EXPENSE	001-201-541-240	60.11
BRISLIN, INC	260009	01/14/2026	SERVICED EQUIPMENT AT POLICE DEPARTMENT	001-201-630-426	2,600.00
ROWAN RIVERS JANITORIAL SERVICE	2104	01/27/2026	TOILET PAPER, MOP HEADS, COPY PAPER	001-201-555-208	237.62
GULF STATES DISTRIBUTORS, INC.	1502488	02/04/2026	3 CASES 9MM	001-201-556-251	1,125.00
UTILITY ASSOCIATES, INC.	60547	02/09/2026	2 HOLSTER SENSORS	001-201-556-251	577.50
STARKVILLE FAMILY PRACTICE	STA11590A2	02/13/2026	PRISONER MEDICAL	001-201-541-240	150.00
SAMANTHA GILLEN	INV0038925	02/25/2026	REIMBURSE FOR TRAVEL	001-201-690-552	50.44
BRISLIN, INC	260334	02/26/2026	POLICE DEPARTMENT NOT COOLING	001-201-630-426	965.50
BRISLIN, INC	260358	02/26/2026	MAINTENANCE POLICE DEPARTMENT	001-201-630-426	222.25
AT&T MOBILITY	287343698641X03052026	02/27/2026	MONTHLY USAGE	001-201-604-330	50.10
VERIZON WIRELESS	6137541543	03/02/2026	MONTHLY USAGE	001-201-604-330	292.35
VERIZON WIRELESS	6137541543	03/02/2026	MONTHLY USAGE	001-201-690-450	64.29
STARKVILLE FAMILY PRACTICE	STA23382A1	03/02/2026	PRISONER MEDICAL EXPENSE	001-201-541-240	150.00
GATEWAY TIRE & SRV CTR	229558	03/03/2026	VIN#4885 TIRES, VALVE STEM, MOUNT & BALANCE, ETC	001-201-630-360	1,627.96

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAIN STREET FABRICS	728588	03/05/2026	PANT HEMMED (2)	001-201-535-233	24.00
MPS MISSISSIPPI POLICE SUPPLY	7710	03/05/2026	NAME PLATES, GUN BELT SYSTEM	001-201-535-233	400.00
MPS MISSISSIPPI POLICE SUPPLY	7711	03/05/2026	TIE BAR, MAG CASE, HANDCUFF CASE, GLOVES, ETC	001-201-535-233	1,006.55
SAMANTHA GILLEN	INV0038926	03/05/2026	REIMBURSE TRAVEL FOR TRAINING	001-201-690-552	123.84
ARMY NAVY PAWN SHOP	03062026A	03/06/2026	BOOTS	001-201-535-233	69.00
STEPHEN GARCIA	INV0038961	03/07/2026	REIMBURSE CLOTHING ALLOWANCE	001-201-535-233	249.35
MPS MISSISSIPPI POLICE SUPPLY	7712	03/09/2026	2 NAME PLATES, 3 DUTY BELT	001-201-535-233	265.00
ARROWHEAD SCIENTIFIC, INC.	190467	03/10/2026	EVIDENCE BAGS, GLOVES, FREIGHT	001-201-556-251	219.39
MAIN STREET FABRICS	728589	03/10/2026	ADD STRIPE TO SHIRT, HEMMED 2 PANTS	001-201-535-233	34.00
DPS CRIME LAB	90172403	03/10/2026	2 ANALYTICAL FEES	001-201-600-300	120.00
VILLAGE ANIMAL HOSPITAL, PLLC	INV0038924	03/10/2026	EXAMINATION & PREDNISONE	001-201-556-252	57.52
BRISLIN, INC	260287	03/11/2026	REPLACED FILTERS POLICE DEPARTMENT	001-201-630-426	2,600.00
WATSON AUTOMOTIVE LLC	54133	03/11/2026	VIN#0842 OIL FILTER ADAPTER, OIL & FILTER, ETC	001-201-630-360	1,678.94
MAGNOLIA BOTTLED WATER	88509	03/11/2026	4- 5 GAL WATER	001-201-501-200	40.00
TREVIPAY	D3010932	03/11/2026	RATCHET STRAP, BATTERIES, MARKERS	001-201-501-200	142.64
ARMY NAVY PAWN SHOP	031226A	03/12/2026	BOOTS	001-201-535-233	69.00
WALTMON FRAME AND BODY SHOP INC	16445	03/12/2026	VIN#2646 REPLACED WINDSHIELD	001-201-630-360	1,384.66
AMAZON CAPITAL SRVCS, INC.	166Q-MJT4-9WHH	03/12/2026	TRAFFIC CONES, TRASH BAGS, PENS, DESK LAMP	001-201-556-251	423.16
CANON FINANCIAL SVCS, INC	42823834	03/12/2026	MAINTENANCE/COPIES	001-201-635-369	810.38
CANON FINANCIAL SVCS, INC	42823835	03/12/2026	MAINTENANCE/COPIES	001-201-635-369	55.94
CANON FINANCIAL SVCS, INC	42823837	03/12/2026	MAINTENANCE/COPIES	001-201-635-369	298.64
CANON FINANCIAL SVCS, INC	42823838	03/12/2026	MAINTENANCE/COPIES	001-201-615-343	104.07
ELSOHLY LABORATORIES INC	52500	03/12/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52501	03/12/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52502	03/12/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52503	03/12/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52504	03/12/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52505	03/12/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52506	03/12/2026	2 ANALYSIS FEES	001-201-600-300	300.00
ELSOHLY LABORATORIES INC	52507	03/12/2026	2 ANALYSIS FEES	001-201-600-300	300.00
ELSOHLY LABORATORIES INC	52508	03/12/2026	2 ANALYSIS FEES	001-201-600-300	300.00
ELSOHLY LABORATORIES INC	52509	03/12/2026	2 ANALYSIS FEES	001-201-600-300	300.00
ELSOHLY LABORATORIES INC	52510	03/12/2026	2 ANALYSIS FEES	001-201-600-300	300.00
ELSOHLY LABORATORIES INC	52511	03/12/2026	3 ANALYSIS FEES	001-201-600-300	450.00
REGIONS VISA	1341-9428	03/13/2026	FAA COMERCIAL DRONE LICENSE (2)	001-201-690-552	298.92
SOUTHERN REGIONAL PUBLIC SAFETY INS	2910	03/13/2026	TRAINING, LODGGING/MEALS	001-201-690-552	590.00
AMAZON CAPITAL SRVCS, INC.	1WJN-TGW6-M34C	03/14/2026	EAR PLUGS, LOCKS, CLEANING KIT	001-201-545-238	356.55
AMAZON CAPITAL SRVCS, INC.	1MPJ-VV9N-HRVQ	03/16/2026	4GB USB, 16GB USB, 64GB USB	001-201-501-200	127.14
AMAZON CAPITAL SRVCS, INC.	1YLP-6WPV-9W7D	03/16/2026	TARGETS	001-201-545-238	164.14
FUELMAN / FLEETCOR	NP70180863	03/16/2026	FUEL CHARGES 3/9/26-3/15/26	001-201-525-231	4,586.70
AMAZON CAPITAL SRVCS, INC.	1FF1-H3NJ-R9YP	03/17/2026	CHARGER CABLES, RUBBER BANDS, USB CABLE ETC	001-201-501-200	45.58
ULINE	205521709	03/17/2026	SHELVES ON CASTERS	001-201-556-251	1,802.04
POLLAN & ASSOC. PA	26112	03/17/2026	CLOTHING FOR POLICE ACADEMY	001-201-535-233	1,896.74
LOWE'S	80739	03/17/2026	PAINT, WOOD GLUE, TREATED LUMBER	001-201-556-251	214.07

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TREVIPAY	A2D03DB7	03/17/2026	(22) BATTERIES	001-201-556-251	137.94
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-201-491-135	19,292.85
WATERMARK PRINTERS LLC	17953	03/18/2026	BUSINESS CARDS	001-201-615-343	40.00
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	38327	03/18/2026	3 PISTOLS, 3 SUPPRESSOR SIGHTS	001-201-556-251	1,645.82
HOWARD INDUSTRIES	5607792026	03/18/2026	4 DC CONVERTER TABS	001-201-630-400	449.95
QUADIENT FINANCE USA, INC.	INV0038955	03/18/2026	FINANCE CHARGES	001-201-604-330	8.99
REGIONS VISA	211870865	03/19/2026	4 UTILITY PANTS	001-201-535-233	117.67
WATSON AUTOMOTIVE LLC	54183	03/19/2026	VIN#2115 DIAGNOSTICS OF SYSTEMS, REFRIGERANT, ETC	001-201-630-360	200.46
GTPDD PHARMACY	54546	03/19/2026	PRISONER MEDICINE	001-201-541-240	19.00
REGIONS VISA	032333	03/20/2026	TRAIL CAMERA	001-201-556-251	149.99
AMAZON CAPITAL SRVCS, INC.	1HNL-4RQC-99WQ	03/20/2026	OUTDOOR ELECTRICAL JUNCTION BOX	001-201-556-251	38.98
R&M TIRES	1166937	03/23/2026	VIN#6902 OIL CHANGE	001-201-630-360	91.89
R&M TIRES	1167007	03/23/2026	VIN#7017 OIL CHANGE	001-201-630-360	98.95
LOWE'S	99495	03/23/2026	SAND BAGS, STABILIZE SIGNS	001-201-556-251	14.22
FUELMAN / FLEETCOR	NP70211915	03/23/2026	FUEL CHARGES 3/16/26-3/22/26	001-201-525-231	4,898.01
ARMY NAVY PAWN SHOP	032426B	03/24/2026	3 HOLSTERS	001-201-535-233	510.00
ARMY NAVY PAWN SHOP	032426C	03/24/2026	5 HANDGUN PISTOL RED DOT	001-201-556-251	1,500.00
E Z AUTO SALES	14411	03/24/2026	VIN#6899 AC COMPRESSOR, FREON, HOSE, BELT	001-201-630-360	1,397.97
EAST MISSISSIPPI LUMBER CO.	223374	03/24/2026	2 SETS OF KEYS	001-201-630-360	13.98
ELSOHLY LABORATORIES INC	52538	03/24/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52539	03/24/2026	4 ANALYSIS FEES	001-201-600-300	600.00
ELSOHLY LABORATORIES INC	52540	03/24/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52541	03/24/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52542	03/24/2026	3 ANALYSIS FEES	001-201-600-300	450.00
ELSOHLY LABORATORIES INC	52543	03/24/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52544	03/24/2026	3 ANALYSIS FEES	001-201-600-300	450.00
ELSOHLY LABORATORIES INC	52545	03/24/2026	2 ANALYSIS FEES	001-201-600-300	300.00
ELSOHLY LABORATORIES INC	52546	03/24/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52547	03/24/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52548	03/24/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52549	03/24/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52550	03/24/2026	1 ANALYSIS FEE	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	52551	03/24/2026	1 ANALYSIS FEE	001-201-600-300	150.00
AUSTIN FRAYSER	0036	03/25/2026	MAGAZINE PHOTOSHOOT	001-201-600-300	200.00
ARMY NAVY PAWN SHOP	032526A	03/25/2026	6 JACKETS	001-201-535-233	600.00
EAST MISSISSIPPI LUMBER CO.	223442	03/25/2026	SURVEY STAKES, NYLON LINE	001-201-556-251	101.93
TREVIPAY	4303A287	03/25/2026	DUCK TAPE, CABLE TIES	001-201-556-251	14.82
SULLIVAN'S, INC.	100178	03/26/2026	INDEX CARDS, PENS, PUTTY, INDEX TABS, ETC	001-201-501-200	49.09
SULLIVAN'S, INC.	100189	03/26/2026	HANGING FOLDERS, FILE FOLDERS, BINDERS	001-201-501-200	117.20
PRECISION TINTING	INV0038960	03/26/2026	FULL CERAMIC TINT & VISOR	001-201-630-360	475.00
R&M TIRES	1167131	03/27/2026	VIN#7166 BATTERY	001-201-630-360	224.99
FUELMAN / FLEETCOR	NP70234195	03/30/2026	FUEL CHARGES 3/23/26-3/29/26	001-201-525-231	4,848.43
STARKVILLE NARCOTICS	INV0038967	03/31/2026	VARIOUS INFORMANT FEES	001-201-600-304	2,295.00
STARKVILLE UTILITIES	INV0038969	04/01/2026	MONTHLY UTILITIES	001-201-625-380	3,670.97
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038970	04/01/2026	MONTHLY UTILITIES	001-201-625-380	113.81
ATMOS ENERGY	INV0038971	04/01/2026	MONTHLY UTILITIES	001-201-625-380	759.69
				Outstanding Total:	**81,550.83**
				Department 201 - POLICE DEPARTMENT Total:	**81,550.83**

Department: 246 - CODE ENFORCEMENT

Outstanding

FUELMAN / FLEETCOR	NP70180863	03/16/2026	FUEL CHARGES 3/9/26-3/15/26	001-246-525-231	50.81

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP70211915	03/23/2026	FUEL CHARGES 3/16/26-3/22/26	001-246-525-231	134.53
FUELMAN / FLEETCOR	NP70234195	03/30/2026	FUEL CHARGES 3/23/26-3/29/26	001-246-525-231	72.21
				Outstanding Total:	**257.55**
				Department 246 - CODE ENFORCEMENT Total:	**257.55**

Department: 261 - FIRE DEPARTMENT

Outstanding

LANDON BENNETT	1668198	12/09/2025	REIMBURSE EMT INTIAL APPLICATION FEE	001-261-600-390	104.00
LANDON BENNETT	INV0038937	12/23/2025	REIMBURSE FOR FINGERPRINTS	001-261-600-390	54.17
LANDON BENNETT	58877	02/13/2026	REIMBURSE EMS PROVIDER CERTIFICATION	001-261-600-390	40.00
VERIZON WIRELESS	6137541543	03/02/2026	MONTHLY USAGE	001-261-604-330	138.62
IAN CARMICHAEL	INV0038928	03/05/2026	REIMBURSE TRAVEL & MEALS	001-261-600-390	148.66
WILLIAM GASKIN	INV0038930	03/07/2026	REIMBURSE MEALS	001-261-600-390	115.10
GALLS INC	034357148	03/10/2026	SERVING SINCE PINS	001-261-535-233	69.75
NAFECO	1404953	03/11/2026	CHAIN FOR VENT SAW E1	001-261-555-250	420.18
LOWE'S	94546	03/11/2026	KEYED ENTRY KNOB BAN ST 3	001-261-555-250	17.37
MI SPORTS	P-2600493	03/11/2026	40 UNIFORM CAPS	001-261-535-233	616.00
MI SPORTS	P-2600494	03/11/2026	80 UNIFORM CAPS	001-261-535-233	1,410.00
CANON FINANCIAL SVCS, INC	42823833	03/12/2026	MAINTENANCE/COPIES	001-261-604-330	253.73
REGIONS VISA	91947136	03/12/2026	HAMPTON INN FOR TRAINING	001-261-600-390	531.66
KEN BRITT	INV0038927	03/12/2026	REIMBURSE MEALS	001-261-600-390	62.27
IAN CARMICHAEL	INV0038929	03/12/2026	REIMBURSE TRAVEL & MEALS	001-261-600-390	178.29
BUILDING OFFICIALS ASSOCIATION of MISSISSIPPI *	INV0038933	03/13/2026	2026 SUMMER CONFERENCE REGISTRATION M MCCURDY	001-261-600-390	275.00
UPS	54E5Y116	03/14/2026	SHIP PACKAGE	001-261-604-330	84.60
WILLIAM GASKIN	INV0038931	03/14/2026	REIMBURSE FOR MEALS	001-261-600-390	109.56
FUELMAN / FLEETCOR	NP70180863	03/16/2026	FUEL CHARGES 3/9/26-3/15/26	001-261-525-231	844.19
TREVIPAY	0BB8915A	03/17/2026	RAIN-X	001-261-630-360	19.88
TREVIPAY	77A2ED1E	03/17/2026	WIPER BLADES	001-261-630-360	47.91
TREVIPAY	9A478696	03/17/2026	JANITORIAL SUPPLIES	001-261-555-208	173.91
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-261-491-135	23,209.70
DAVIS PAPER & CHEMICAL	106334	03/18/2026	GLISTEN WASH & WAX	001-261-555-208	224.85
LANN CHEMICAL & SUPPLY	157478	03/18/2026	7 CASES PAPER TOWELS	001-261-555-208	500.22
ARMY NAVY PAWN SHOP	03192026A	03/19/2026	UNIFORM PANTS	001-261-535-233	40.00
BRIAN ARNETT	INV0038945	03/19/2026	REIMBURSE MEALS	001-261-600-390	61.58
IAN CARMICHAEL	INV0038963	03/19/2026	REIMBURSE MEALS	001-261-600-390	97.18
STATE FIRE ACADEMY	13712	03/20/2026	2 TUITION TRUCK CO OPERATIONS	001-261-600-390	500.00
IMPERIAL BAG & PAPER CO., LLC	5522639	03/20/2026	JANITORIAL SUPPLIES	001-261-555-208	174.60
MAXXSOUTH BROADBAND	5024-03212026	03/21/2026	INTERNET ST 4	001-261-604-330	54.00
MAXXSOUTH BROADBAND	5230-03212026	03/21/2026	INTERNET ST 1	001-261-604-330	150.00
MAXXSOUTH BROADBAND	5495-03212026	03/21/2026	INTERNET ST 2	001-261-604-330	75.32
MAXXSOUTH BROADBAND	5891-03212026	03/21/2026	INTERNET ST 3	001-261-604-330	132.08
WILLIAM GASKIN	INV0038944	03/21/2026	REIMBURSE MEALS	001-261-600-390	93.65
GALLS INC	034499370	03/23/2026	3 NAME PLATES & SHIPPING	001-261-535-233	47.19
GATEWAY TIRE & SRV CTR	1018-230523	03/23/2026	TIRE E4	001-261-630-360	382.94
TELETEC COMMUNICATIONS, LLC	3286	03/23/2026	4 REMOTE SPEAKER MICROPHONE	001-261-630-404	580.00
FUELMAN / FLEETCOR	NP70211915	03/23/2026	FUEL CHARGES 3/16/26-3/22/26	001-261-525-231	1,441.82
INTERSTATE BATTERY OF CNTRL MS	111893	03/24/2026	BATTERY	001-261-630-360	154.95
AMAZON CAPITAL SRVCS, INC.	1119-D7GR-WHRT	03/24/2026	PSI WATER FIRE EXTINGUISHER GAUGE	001-261-555-250	20.83

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
EAST MISSISSIPPI LUMBER CO.	223416	03/24/2026	PAINT BRUSHES, PAINT CAN OPENER, PAINT THINNER	001-261-555-250	42.75
GATEWAY TIRE & SRV CTR	1018-230639	03/25/2026	TIRE L1	001-261-630-360	360.99
AMAZON CAPITAL SRVCS, INC.	11RF-363V-Y36R	03/26/2026	REFUND SHIPPING	001-261-555-250	-6.99
IAN CARMICHAEL	INV0038962	03/26/2026	REIMBURSE MEALS	001-261-600-390	62.77
DAVIS PAPER & CHEMICAL	106334-1	03/27/2026	CASCADE (2 CASES)	001-261-555-208	129.90
D'LUX'S ALTERATIONS	479285	03/27/2026	PATCH	001-261-535-233	10.00
IVY AUTO PARTS, LLC.	777522	03/30/2026	SILENT GUARD FRONT DISC BRAKE	001-261-630-360	45.40
FUELMAN / FLEETCOR	NP70234195	03/30/2026	FUEL CHARGES 3/23/26-3/29/26	001-261-525-231	1,145.99
STARKVILLE UTILITIES	INV0038969	04/01/2026	MONTHLY UTILITIES	001-261-625-380	3,450.92
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038970	04/01/2026	MONTHLY UTILITIES	001-261-625-380	319.96
ATMOS ENERGY	INV0038971	04/01/2026	MONTHLY UTILITIES	001-261-625-380	1,245.97
ATMOS ENERGY	INV0038971	04/01/2026	MONTHLY UTILITIES	001-261-625-380	278.32
ATMOS ENERGY	INV0038971	04/01/2026	MONTHLY UTILITIES	001-261-625-380	669.01
ATMOS ENERGY	INV0038971	04/01/2026	MONTHLY UTILITIES	001-261-625-380	753.56
				Outstanding Total:	**42,164.31**
				Department 261 - FIRE DEPARTMENT Total:	**42,164.31**

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT

Outstanding

CANON FINANCIAL SVCS, INC	42823839	03/12/2026	MAINTENANCE/COPIES	001-281-604-330	33.97
FUELMAN / FLEETCOR	NP70180863	03/16/2026	FUEL CHARGES 3/9/26-3/15/26	001-281-525-231	82.28
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-281-491-135	704.06
QUADIENT FINANCE USA, INC.	INV0038955	03/18/2026	FINANCE CHARGES	001-281-604-330	8.98
MAXXSOUTH BROADBAND	8324-03282026	03/28/2026	CITY HALL INTERNET BREAKDOWN	001-281-604-330	31.38
				Outstanding Total:	**860.67**
				Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:	**860.67**

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0038969	04/01/2026	MONTHLY UTILITIES	001-290-625-380	172.54
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038970	04/01/2026	MONTHLY UTILITIES	001-290-625-380	59.81
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038970	04/01/2026	MONTHLY UTILITIES	001-290-625-380	71.69
				Outstanding Total:	**304.04**
				Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	**304.04**

Department: 301 - STREET DEPARTMENT

Outstanding

NUNLEY TRUCKING CO., INC.	38118	02/28/2026	CRUSHER RUN ROCK	001-301-560-270	1,671.62
UNIFIRST CORPORATION	1830198077	03/12/2026	UNIFORMS	001-301-535-233	149.30
CINTAS	426413361	03/12/2026	SUPPLIES	001-301-555-250	58.94
IMPERIAL BAG & PAPER CO., LLC	5516780	03/13/2026	PAPER PRODUCTS FOR SHOP	001-301-555-250	210.09
EAST MISSISSIPPI LUMBER CO.	222792	03/16/2026	KEYS	001-301-555-250	5.38
ADVANCED AUTO PARTS PROFESSIONAL	8872607553133	03/16/2026	ENGINE OIL, FLAP	001-301-630-360	103.41
FUELMAN / FLEETCOR	NP70180863	03/16/2026	FUEL CHARGES 3/9/26-3/15/26	001-301-525-231	1,069.58
TREE HUGGERS	515	03/17/2026	ROW TRIMMING	001-301-600-300	2,200.00
TREE HUGGERS	516	03/17/2026	TREE REMOVAL ON ROW	001-301-600-300	2,550.00
TREE HUGGERS	517	03/17/2026	TREE REMOVAL WITH CRANE	001-301-600-300	3,800.00
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-301-491-135	4,491.41
ADVANCED AUTO PARTS PROFESSIONAL	8872607736121	03/18/2026	LUBE & OIL FLEET MAINTENANCE	001-301-525-231	34.86
SAFETY-KLEEN SYSTEMS, INC.	99365026	03/18/2026	PARTS WASHER SOLVENT	001-301-630-400	317.89
MMC MATERIALS, INC.	1005344	03/19/2026	CONCRETE	001-301-560-270	411.88

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY CO-OP	1198676	03/19/2026	BOOTS	001-301-535-233	133.84
UNIFIRST CORPORATION	1830199327	03/19/2026	UNIFORMS	001-301-535-233	149.30
CINTAS	4263181524	03/19/2026	SUPPLIES	001-301-555-250	58.94
THOMPSON MACHINERY*	PC110365850	03/19/2026	HYD ELBOW	001-301-630-400	25.68
AMAZON CAPITAL SRVCS, INC.	1RYD-XFPR-6MPJ	03/23/2026	GLOVES, CABINET, TRAS...	001-301-555-250	270.73
APAC-MISSISSIPPI, INC	4000238795	03/23/2026	ASPHALT	001-301-560-270	649.00
ADVANCED AUTO PARTS PROFESSIONAL	8872608253312	03/23/2026	PARTS FOR TRUCK 702	001-301-630-360	37.15
FUELMAN / FLEETCOR	NP70211915	03/23/2026	FUEL CHARGES 3/16/26-3/22/26	001-301-525-231	1,183.09
STARKVILLE LP GAS	5027082	03/24/2026	LP FUEL FOR ASPHALT TRUCK	001-301-525-231	29.90
POWERSTROKE EQUIPMENT SALES & SVC	9779	03/24/2026	ASPHALT CUTTING BLADES	001-301-560-270	359.96
EAST MISSISSIPPI LUMBER CO.	223457	03/25/2026	HOSE COUPLING	001-301-560-270	7.79
LOWE'S	73658	03/25/2026	MISC SMALL HAND TOOLS	001-301-555-250	170.39
UNIFIRST CORPORATION	1830200253	03/26/2026	UNIFORMS	001-301-535-233	149.30
CINTAS	4263930110	03/26/2026	SUPPLIES	001-301-555-250	58.94
BELL BUILDING SUPPLY, INC.	450664	03/27/2026	MATERIALS TO FORM CONCRETE BOARDS	001-301-560-270	31.42
FUELMAN / FLEETCOR	NP70234195	03/30/2026	FUEL CHARGES 3/23/26-3/29/26	001-301-525-231	1,460.12
MID SOUTH SALES, INC	SP-881399	03/30/2026	BULK OIL FOR FLEET	001-301-525-231	875.62
STARKVILLE UTILITIES	INV0038969	04/01/2026	MONTHLY UTILITIES	001-301-625-380	60,799.24
STARKVILLE UTILITIES	INV0038969	04/01/2026	MONTHLY UTILITIES	001-301-625-380	19.78
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038970	04/01/2026	MONTHLY UTILITIES	001-301-625-380	9,330.05
ATMOS ENERGY	INV0038971	04/01/2026	MONTHLY UTILITIES	001-301-625-380	1,217.43
				Outstanding Total:	**94,092.03**
				Department 301 - STREET DEPARTMENT Total:	**94,092.03**
Department: 360 - ANIMAL CONTROL					
Outstanding					
FUELMAN / FLEETCOR	NP70180863	03/16/2026	FUEL CHARGES 3/9/26-3/15/26	001-360-525-231	58.19
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	001-360-491-135	202.32
FUELMAN / FLEETCOR	NP70211915	03/23/2026	FUEL CHARGES 3/16/26-3/22/26	001-360-525-231	132.82
FUELMAN / FLEETCOR	NP70234195	03/30/2026	FUEL CHARGES 3/23/26-3/29/26	001-360-525-231	59.45
				Outstanding Total:	**452.78**
				Department 360 - ANIMAL CONTROL Total:	**452.78**
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	INV0038940	03/23/2026	MARCH 2026 EXPENSE	001-550-600-297	75,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	INV0038941	03/23/2026	MANAGEMENT FEES	001-550-600-296	15,000.00
				Outstanding Total:	**90,000.00**
				Department 550 - PARKS AND REC DEPARTMENT Total:	**90,000.00**
				Fund 001 - GENERAL FUND Total:	**555,844.31**
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
TREVIPAY	4199B392	03/11/2026	ERASERS, PINATAS PARTY FAVORS, CANDY	002-251-501-200	97.17
				Outstanding Total:	**97.17**
				Department 251 - DRUG EDUCATION FUND Total:	**97.17**
				Fund 002 - RESTRICTED POLICE FUND Total:	**97.17**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 003 - RESTRICTED FIRE FUND					
Department: 560 - RESTRICTED FIRE FUND					
Outstanding					
REGIONS VISA	102202375	03/30/2026	ICC M MCCURDY	003-560-501-200	1,619.00
				Outstanding Total:	**1,619.00**
				Department 560 - RESTRICTED FIRE FUND Total:	**1,619.00**
				Fund 003 - RESTRICTED FIRE FUND Total:	**1,619.00**
Fund: 015 - AIRPORT FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
TITAN AVIATION FUELS	005513	03/20/2026	REIMBURSE 1/2 OF UNIFORM PURCHASE	015-000-354-680	-1,317.84
				Outstanding Total:	**-1,317.84**
				Department 000 - UNDESIGNATED Total:	**-1,317.84**
Department: 505 - AIRPORT					
Outstanding					
IMPERIAL BAG & PAPER CO., LLC	5507993	03/04/2026	TOILET PAPER	015-505-541-237	56.01
HOLLIS BROTHERS ELECTRIC & REFRIGERATION CO	50109	03/05/2026	SERVICE CALL, CAPACITOR, FREON	015-505-501-198	491.00
BRANDON WARNER	INV0038938	03/10/2026	WELDED BROKEN FBO HANGAR DOOR	015-505-501-198	100.00
BAPTIST MEDICAL GROUP	INV0038946	03/11/2026	DRUG SCREENS	015-505-600-338	35.00
MOTION INDUSTRIES, INC.	MS42-00905736	03/11/2026	POWERGRIP GT4 BELTS	015-505-630-400	83.94
FUELMAN / FLEETCOR	NP70180863	03/16/2026	FUEL CHARGES 3/9/26-3/15/26	015-505-525-231	25.31
MAGNOLIA BOTTLED WATER	88552	03/17/2026	5 -5GAL WATER & 3 SLEEVES OF CUPS	015-505-541-237	62.00
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	015-505-491-135	453.19
OKTIBBEHA COUNTY CO-OP	1198276	03/18/2026	ERASER WEED, DREXEL, MEASURING CUP	015-505-501-198	270.22
TREVIPAY	6C831A9B	03/18/2026	PAPER, MINTS, WATER,OIL	015-505-525-231	29.81
TREVIPAY	6C831A9B	03/18/2026	PAPER, MINTS, WATER,OIL	015-505-541-237	35.32
BRANDON WARNER	INV0038958	03/20/2026	WELDING REPAIR OF FBO GATE POST	015-505-501-198	175.00
PACE EXCAVATING INC	INV0038968	03/23/2026	FAA AIP GRANT 3-28-0068-033-2025	015-505-720-805	1,483.10
TITAN AVIATION FUELS	005854	03/24/2026	JET A FUEL	015-505-525-231	37,035.57
OKTIBBEHA COUNTY CO-OP	1200979	03/24/2026	BUMPER PAD, BRACKET, EMBLEM SAFETY SIGN	015-505-501-198	121.77
CHARLES RUSTY BOUCHILLON	260326-1-2	03/26/2026	REIMBURSEMENT FOR LOADING/UNLOADING BAGGAGE	015-505-555-250	100.00
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2603	03/27/2026	PAY REQUEST 17	015-505-720-805	956.00
CLEARWATER INC., ENVIRONMENTAL ENGI	1152602	03/27/2026	PAYMENT FOR WORK ON 2025 FAA AIP GRANT	015-505-720-805	342.55
MAXXSOUTH BROADBAND	7107-032826	03/28/2026	INTERNET AIRPORT	015-505-600-338	144.95
LOUISVILLE WINSTON COUNTY AIRPORT	001	03/29/2026	JET A FUEL SPLIT LOAD	015-505-525-233	18,293.71
LOUISVILLE WINSTON COUNTY AIRPORT	002	03/29/2026	AVGAS	015-505-525-232	3,960.00
PACE EXCAVATING INC	5F	03/31/2026	CLEARING & GRUBBING FOR 2024 AIP GRANT	015-505-720-805	551.47
STARKVILLE UTILITIES	INV0038969	04/01/2026	MONTHLY UTILITIES	015-505-625-380	2,040.87
				Outstanding Total:	**66,846.79**
				Department 505 - AIRPORT Total:	**66,846.79**
				Fund 015 - AIRPORT FUND Total:	**65,528.95**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
PACE EXCAVATING INC	INV0038968	03/23/2026	FAA AIP GRANT 3-28-0068-033-2025	016-515-730-840	56,357.88
PACE EXCAVATING INC	INV0038968	03/23/2026	FAA AIP GRANT 3-28-0068-033-2025	016-515-730-841	1,483.10
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2603	03/27/2026	PAY REQUEST 17	016-515-730-655	17,208.00
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2603	03/27/2026	PAY REQUEST 17	016-515-730-656	956.00
CLEARWATER INC., ENVIRONMENTAL ENGI	1152602	03/27/2026	PAYMENT FOR WORK ON 2025 FAA AIP GRANT	016-515-730-840	13,016.90
CLEARWATER INC., ENVIRONMENTAL ENGI	1152602	03/27/2026	PAYMENT FOR WORK ON 2025 FAA AIP GRANT	016-515-730-841	342.55
PACE EXCAVATING INC	5F	03/31/2026	CLEARING & GRUBBING FOR 2024 AIP GRANT	016-515-730-673	9,926.54
PACE EXCAVATING INC	5F	03/31/2026	CLEARING & GRUBBING FOR 2024 AIP GRANT	016-515-730-674	551.48
				Outstanding Total:	**99,842.45**
				Department 515 - RESTRICTED PROJECTS Total:	**99,842.45**
				Fund 016 - RESTRICTED AIRPORT Total:	**99,842.45**
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
RJ YOUNG	7953935	03/09/2026	CONTRACT/COPIES	022-322-604-330	109.20
ULINE	205288212	03/11/2026	GLOVES	022-322-535-233	730.04
IVY AUTO PARTS, LLC.	776213	03/11/2026	BLADES, ETC	022-322-555-250	75.74
IVY AUTO PARTS, LLC.	776215	03/11/2026	HYD HOSE FITTINGS, LAMP, 6MXTXREEL	022-322-555-250	141.84
BAPTIST MEDICAL GROUP	INV0038946	03/11/2026	DRUG SCREENS	022-322-600-300	275.00
UNIFIRST CORPORATION	1830198072	03/12/2026	UNIFORMS	022-322-535-233	384.29
IMPERIAL BAG & PAPER CO., LLC	5516781	03/13/2026	BRAWNY WIPES, SOAP, PAPER TOWELS	022-322-501-200	381.58
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0226	03/15/2026	NISC, ACC, QUADIENT, FEES, PAYROLL	022-322-600-333	6,967.86
GATEWAY TIRE & SRV CTR	1018-229374	03/16/2026	TIRE TRUCK 44	022-322-630-360	328.61
GATEWAY TIRE & SRV CTR	1018-229600	03/16/2026	OIL CHANGE TRUCK 96A	022-322-630-360	99.10
GATEWAY TIRE & SRV CTR	1018-230202	03/16/2026	TIRES TRUCK 41	022-322-630-360	657.22
FUELMAN / FLEETCOR	NP70180863	03/16/2026	FUEL CHARGES 3/9/26-3/15/26	022-322-525-231	4,165.32
MS MUNICIPAL WORKER'S COMPENSATIO	INV0038918	03/17/2026	WORKERS COMPENSATION	022-322-491-135	20,037.38
EVERGREEN AG	2379234	03/18/2026	VOLTAGE REGULATOR, OIL, BLADES, STIHL HEAD ETC	022-322-555-250	551.84
SANSOM EQUIPMENT COMPANY, INC	W03073	03/18/2026	REPAIR TRUCK 95	022-322-630-252	2,106.76
UNIFIRST CORPORATION	1830199326	03/19/2026	UNIFORMS	022-322-535-233	360.38
ROCKET ROADSIDE REPAIR SERVICES	21	03/20/2026	REPAIR TRUCK 95	022-322-630-252	187.50
ADVANCED AUTO PARTS PROFESSIONAL	8872607953253	03/20/2026	IGNITION SWITCH	022-322-630-406	24.21
REGIONS VISA	USI26-02178427	03/22/2026	INDEED	022-322-610-340	171.81
GATEWAY TIRE & SRV CTR	1018-229919	03/23/2026	TIRE TRUCK 49	022-322-630-255	406.83
GATEWAY TIRE & SRV CTR	1018-230217	03/23/2026	TIRE TRUCK 40	022-322-630-360	328.61
GATEWAY TIRE & SRV CTR	1018-230393	03/23/2026	AMERICUS CLT A/S BLK	022-322-630-360	140.57
GATEWAY TIRE & SRV CTR	1018-230399	03/23/2026	TIRE TRUCK 39	022-322-630-255	338.88
ROCKET ROADSIDE REPAIR SERVICES	22	03/23/2026	BELT CHANGE	022-322-630-252	125.00
FUELMAN / FLEETCOR	NP70211915	03/23/2026	FUEL CHARGES 3/16/26-3/22/26	022-322-525-231	4,089.28
AMAZON CAPITAL SRVCS, INC.	1QML-JNFK-N7DT	03/24/2026	SLIP PLATE LUBRICANT	022-322-630-255	199.98

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ROCKET ROADSIDE REPAIR SERVICES	24	03/24/2026	REPAIR TRUCK 95	022-322-630-252	312.50
PITTS SIGN COMPANY	INV0038957	03/25/2026	TAGS FOR SANITATION TRUCKS	022-322-555-250	90.00
FUELMAN / FLEETCOR	NP70234195	03/30/2026	FUEL CHARGES 3/23/26-3/29/26	022-322-525-231	5,270.85
SGK LANDSCAPES, LLC	134670	04/01/2026	LOUISVILLE, NASH, RUSSELL ST MEDIANS	022-322-600-338	751.50
SGK LANDSCAPES, LLC	134671	04/01/2026	MONTHLY MAINTENANCE FOR HWY 12 MEDIANS	022-322-600-338	1,730.29
STARKVILLE UTILITIES	INV0038969	04/01/2026	MONTHLY UTILITIES	022-322-625-380	1,356.66
				Outstanding Total:	**52,896.63**
Paid					
OLD RIVER COMPANIES INC	INV0038919	03/20/2026	REPAIR	022-322-630-360	16,931.66
				Paid Total:	**16,931.66**
				Department 322 - SANITATION DEPARTMENT Total:	**69,828.29**
				Fund 022 - ENVIRONMENTAL SERVICES Total:	**69,828.29**
Fund: 151 - STATE FORFEITED FUNDS					
Department: 216 - STATE FORFEITED FUNDS					
Outstanding					
ARMY NAVY PAWN SHOP	03132026A	03/13/2026	RIFLE RED DOT	151-216-918-805	570.00
AMAZON CAPITAL SRVCS, INC.	1FV7-JD4H-H7GC	03/16/2026	SLING SWIVEL. RECHARGE BATTERY, SILING MOUNT ETC	151-216-918-805	186.87
				Outstanding Total:	**756.87**
				Department 216 - STATE FORFEITED FUNDS Total:	**756.87**
				Fund 151 - STATE FORFEITED FUNDS Total:	**756.87**
Fund: 200 - DEBT SERVICE FUND					
Department: 800 - DEBT SERVICE					
Outstanding					
HANCOCK WHITNEY BANK *	44744	03/09/2026	STARKVILLE17	200-800-840-876	800.00
HANCOCK WHITNEY BANK *	44745	03/09/2026	STARKVILLE16A	200-800-840-876	850.00
HANCOCK WHITNEY BANK *	44746	03/09/2026	STARK16B	200-800-840-876	850.00
HANCOCK WHITNEY BANK *	INV0038921	03/10/2026	MDBSTARK19	200-800-830-881	22,113.73
HANCOCK WHITNEY BANK *	INV0038922	03/10/2026	MDBSTARKV18	200-800-820-882	455,000.00
HANCOCK WHITNEY BANK *	INV0038922	03/10/2026	MDBSTARKV18	200-800-830-882	37,418.76
				Outstanding Total:	**517,032.49**
				Department 800 - DEBT SERVICE Total:	**517,032.49**
				Fund 200 - DEBT SERVICE FUND Total:	**517,032.49**
Fund: 300 - CAPITAL PROJECTS FUND					
Department: 000 - UNDESIGNATED					
Paid					
HANNON LLC	INV0038920	03/20/2026	BENTBROOK RIDGE ST FLUME	300-000-948-874	2,054.65
				Paid Total:	**2,054.65**
				Department 000 - UNDESIGNATED Total:	**2,054.65**
				Fund 300 - CAPITAL PROJECTS FUND Total:	**2,054.65**
Fund: 304 - SS4A GRANT FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
NEEL-SCHAFFER	1114021	03/10/2026	GARRARD ROAD ROUNDABOUT	304-000-912-974	53,142.88
				Outstanding Total:	**53,142.88**
				Department 000 - UNDESIGNATED Total:	**53,142.88**
				Fund 304 - SS4A GRANT FUND Total:	**53,142.88**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 305 - G. O. BOND FUND					
Department: 300 - STREET DEPARTMENT					
Outstanding					
WILLIAM WELLS TIRES & AUTO SERVICE	93634	02/25/2026	TOW RELOCATION FOR PAVING ROAD	305-300-600-302	75.00
HEFLIN ENGINEERING	1578	03/03/2026	TRAFFIC MANAGEMENT SUPPORT	305-300-900-925	8,673.75
FALCON CONTRACTIN...	INV0038949	03/05/2026	C	305-300-600-302	903,820.40
MARK E. SHAW	114	03/26/2026	INSPECTION SERVICES 3/6-3/12/26 3/13-3/16/26	305-300-600-302	2,300.00
				Outstanding Total:	**914,869.15**
				Department 300 - STREET DEPARTMENT Total:	**914,869.15**
				Fund 305 - G. O. BOND FUND Total:	**914,869.15**
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT					
Department: 656 - MAIN STREET CORRIDOR					
Outstanding					
BURNS COOLEY DENNIS, INC.	49842	02/28/2026	MAIN STREET IMPROVEMENTS	311-656-912-850	2,927.75
NEEL-SCHAFFER	1114260	03/12/2026	MAIN ST IMPROVEMENTS	311-656-600-300	99.35
ATWELL & GENT, P.A.	26-103	03/25/2026	FIBER OPTIC PLANNING	311-656-600-303	875.00
ATWELL & GENT, P.A.	26-104	03/25/2026	MAIN ST ELECTRICAL	311-656-600-303	160.00
BURNS DIRT CONSTRUCTION CO.,INC.	343	03/30/2026	2 DRONE FLIGHTS FOR MARCH	311-656-600-303	600.00
				Outstanding Total:	**4,662.10**
				Department 656 - MAIN STREET CORRIDOR Total:	**4,662.10**
				Fund 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Total:	**4,662.10**
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
BYRUM CONSTRUCTION	11	03/20/2026	JL KING PARK CULVERT REPLACEMENT	312-551-901-276	249,586.76
MARK E. SHAW	114	03/26/2026	INSPECTION SERVICES 3/6-3/12/26 3/13-3/16/26	312-551-901-276	550.00
				Outstanding Total:	**250,136.76**
				Department 551 - PARK & REC TOURISM Total:	**250,136.76**
				Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:	**250,136.76**
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
REGIONS BANK CORPORATE TRUST OPERATIONS	129164	02/26/2026	ANNUAL FEE	375-551-840-877	1,500.00
LIPSEY FORESTRY SERVICES LLC	20260015	03/20/2026	BURNING OFF WILDFLOWER AREAS AT CORNERSTONE PARK	375-551-907-942	3,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	INV0038941	03/23/2026	MANAGEMENT FEES	375-551-600-297	20,000.00
				Outstanding Total:	**24,500.00**
				Department 551 - PARK & REC TOURISM Total:	**24,500.00**
				Fund 375 - PARK AND REC TOURISM Total:	**24,500.00**
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
NEEL-SCHAFFER	1114121	02/28/2026	MDOT REIMBURSEMENT	377-318-680-301	87,501.73
BURNS DIRT CONSTRUCTION CO.,INC.	18	02/28/2026	182 REVITALIZATION	377-318-912-850	101,377.50
BURNS DIRT CONSTRUCTION CO.,INC.	18	02/28/2026	182 REVITALIZATION	377-318-912-850	456,198.80

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BURNS DIRT CONSTRUCTION CO.,INC.	18	02/28/2026	182 REVITALIZATION	377-318-912-850	456,198.80
				Outstanding Total:	**1,101,276.83**
Paid					
BURNS DIRT CONSTRUCTION CO.,INC.	0017	01/31/2026	MS DEPARTMENT OF TRANSPORTATION	377-318-912-850	778,902.28
BURNS DIRT CONSTRUCTION CO.,INC.	0017-R	01/31/2026	MS DEPARTMENT OF TRANSPORTATION	377-318-912-850	-778,902.28
				Paid Total:	**0.00**
				Department 318 - MS182/MLK Total:	**1,101,276.83**
				Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:	**1,101,276.83**
				Grand Total:	**3,661,191.90**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	555,844.31	0.00
002 - RESTRICTED POLICE FUND	97.17	0.00
003 - RESTRICTED FIRE FUND	1,619.00	0.00
015 - AIRPORT FUND	65,528.95	0.00
016 - RESTRICTED AIRPORT	99,842.45	0.00
022 - ENVIRONMENTAL SERVICES	69,828.29	16,931.66
151 - STATE FORFEITED FUNDS	756.87	0.00
200 - DEBT SERVICE FUND	517,032.49	0.00
300 - CAPITAL PROJECTS FUND	2,054.65	2,054.65
304 - SS4A GRANT FUND	53,142.88	0.00
305 - G. O. BOND FUND	914,869.15	0.00
311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT	4,662.10	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	250,136.76	0.00
375 - PARK AND REC TOURISM	24,500.00	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	1,101,276.83	0.00
Grand Total:	**3,661,191.90**	**18,986.31**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	9,529.31	0.00
001-000-054-205	DUE FROM STARKVILLE ...	287.86	0.00
001-000-160-697	DONATION FIRE	943.45	0.00
001-005-054-208	DUE FROM PARKS & REC...	588.42	0.00
001-100-610-350	TRAVEL / TRAINING	1,750.00	0.00
001-110-490-134	UNEMPLOYMENT PAYM...	2,303.58	0.00
001-110-491-135	WORKER'S COMPENSAT...	841.63	0.00
001-110-501-200	SUPPLIES	302.75	0.00
001-110-604-330	POSTAGE / COMMUNIC...	210.92	0.00
001-110-610-350	TRAVEL / TRAINING	50.00	0.00
001-110-645-420	SOFTWARE	18,175.50	0.00
001-120-491-135	WORKER'S COMPENSAT...	283.24	0.00
001-120-600-302	MEDIA/PUBLIC RELATIO...	4,500.00	0.00
001-120-604-330	COMMUNICATIONS	140.87	0.00
001-123-491-135	WORKER'S COMPENSAT...	558.39	0.00
001-123-501-200	SUPPLIES	20.00	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	14,111.90	0.00
001-123-600-301	CONTRACTUAL SERVICES	2,392.68	0.00
001-123-604-330	COMMUNICATIONS	147.22	0.00
001-123-625-380	CAMERA OPERATING EX...	2,038.88	0.00
001-123-820-872	DELL STORAGE ARRAY L...	422.52	0.00
001-123-830-872	DELL STORAGE ARRAY I...	75.33	0.00
001-142-491-135	WORKER'S COMPENSAT...	841.63	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	20.95	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	847.83	0.00
001-142-610-350	TRAVEL/TRAINING	792.91	0.00
001-142-620-371	BONDING-CITY EMPLOY...	175.00	0.00
001-142-645-420	SOFTWARE	9,331.70	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	303.36	0.00
001-180-491-135	WORKER'S COMPENSAT...	704.06	0.00
001-180-555-250	SMALL EQUIPMENT AND...	345.85	0.00
001-180-600-320	DRUG/BACKGROUND C...	680.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	156.18	0.00
001-180-610-340	ADVERTISING	55.00	0.00
001-180-691-505	PERSONNEL / KRONOS S...	120.23	0.00
001-190-491-135	WORKER'S COMPENSAT...	283.24	0.00
001-190-501-200	SUPPLIES	126.03	0.00
001-190-604-330	COPIERS/PHONES/IPADS	233.29	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-510-220	SUPPLIES - JANITORIAL, ...	291.84	0.00
001-192-600-338	CONTRACT SERVICES	1,734.00	0.00
001-192-625-380	UTILITIES	3,017.12	0.00
001-195-625-380	HORSE PARK	10,000.00	0.00
001-195-900-802	LIBRARY	77,500.00	0.00
001-195-951-955	HUMANE SOCIETY	48,750.00	0.00
001-195-951-966	CHAMBER OF COMMER...	6,250.00	0.00
001-195-951-969	HERITAGE MUSEUM	3,125.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/182	800.00	0.00
001-196-631-402	ODDFELLOW MAINT/RE...	1,750.00	0.00
001-196-637-637	BRUSH ARBOR	650.00	0.00
001-197-491-135	WORKER'S COMPENSAT...	809.26	0.00
001-197-501-200	SUPPLIES	46.75	0.00
001-197-525-231	GAS & OIL	37.73	0.00
001-197-600-308	ENGINEERING AND PRO...	13,285.00	0.00
001-197-604-330	COMMUNICATIONS	74.35	0.00
001-197-610-350	TRAVEL / TRAINING	3,349.34	0.00
001-201-491-135	WORKER'S COMPENSAT...	19,292.85	0.00
001-201-501-200	OFFICE SUPPLIES	521.65	0.00
001-201-525-231	GAS & OIL	14,333.14	0.00
001-201-535-233	UNIFORMS	5,241.31	0.00
001-201-541-240	PRISONER MEDICAL/SU...	651.26	0.00
001-201-545-238	FIRING RANGE SUPPLIES ...	520.69	0.00
001-201-555-208	JANITORIAL SUPPLIES	237.62	0.00
001-201-556-251	POLICE SUPPLIES	7,964.86	0.00
001-201-556-252	K9 EXPENSES	57.52	0.00
001-201-600-300	PROFESSIONAL SERVICES	6,470.00	0.00
001-201-600-304	INFORMANT FEES	2,295.00	0.00
001-201-604-330	PHONES/POSTAGE	351.44	0.00
001-201-615-343	PRINTING & BINDING	144.07	0.00
001-201-625-380	UTILITIES	4,544.47	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	7,194.80	0.00
001-201-630-400	EQUIPMENT REPAIR & ...	449.95	0.00
001-201-630-426	BUILDING MAINT & REP...	8,987.75	0.00
001-201-635-369	COPIER RENTAL	1,164.96	0.00
001-201-690-450	GPS EXPENSES	64.29	0.00
001-201-690-552	POLICE TRAINING/EDUC...	1,063.20	0.00
001-246-525-231	GAS & OIL	257.55	0.00
001-261-491-135	WORKER'S COMPENSAT...	23,209.70	0.00
001-261-525-231	GAS & OIL	3,432.00	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	2,192.94	0.00
001-261-555-208	JANITORIAL & PAPER SU...	1,203.48	0.00
001-261-555-250	SMALL EQUIPMENT AND...	494.14	0.00
001-261-600-390	FIRE TRAINING / TRAVEL	2,433.89	0.00
001-261-604-330	PHONES/CABLE/INTERN...	888.35	0.00
001-261-625-380	UTILITIES	6,717.74	0.00
001-261-630-360	REPAIRS & MAINT-VEHIC...	1,012.07	0.00
001-261-630-404	RADIO MAINTENANCE / ...	580.00	0.00
001-281-491-135	WORKER'S COMPENSAT...	704.06	0.00
001-281-525-231	GAS & OIL	82.28	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	74.33	0.00
001-290-625-380	UTILITIES & HYPER REAC...	304.04	0.00
001-301-491-135	WORKER'S COMPENSAT...	4,491.41	0.00
001-301-525-231	GAS & OIL	4,653.17	0.00
001-301-535-233	UNIFORMS	581.74	0.00
001-301-555-250	SMALL EQUIP, TOOLS & ...	833.41	0.00
001-301-560-270	CONSTRUCTION MATER...	3,131.67	0.00
001-301-600-300	TREE TRIMMING	8,550.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-625-380	UTILITIES/STREET LIGHT...	71,366.50	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	140.56	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	343.57	0.00
001-360-491-135	WORKER'S COMPENSAT...	202.32	0.00
001-360-525-231	GAS & OIL	250.46	0.00
001-550-600-296	MANAGEMENT FEE	15,000.00	0.00
001-550-600-297	REIMBURSEMENT	75,000.00	0.00
002-251-501-200	SUPPLIES/DARE EXPENS...	97.17	0.00
003-560-501-200	CODE REBATE SUPPLIES	1,619.00	0.00
015-000-354-680	MISC REIMBURSEMENTS	-1,317.84	0.00
015-505-491-135	WORKER'S COMPENSAT...	453.19	0.00
015-505-501-198	BUILDING REPAIRS & MA...	1,157.99	0.00
015-505-525-231	GAS & OIL	37,090.69	0.00
015-505-525-232	100LL AV GAS PURCHAS...	3,960.00	0.00
015-505-525-233	JET A FUEL PURCHASES	18,293.71	0.00
015-505-541-237	OPERATING SUPPLIES	153.33	0.00
015-505-555-250	SMALL EQUIPMENT AND...	100.00	0.00
015-505-600-338	CONTRACT,LEGAL,WEBS...	179.95	0.00
015-505-625-380	UTILITIES	2,040.87	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	83.94	0.00
015-505-720-805	CAP OUTLAY-GRANT MA...	3,333.12	0.00
016-515-730-655	3-28-0068-028-2022-FAA...	17,208.00	0.00
016-515-730-656	3-28-0068-028-2022-M...	956.00	0.00
016-515-730-673	3-28-0068-032-2024 FAA	9,926.54	0.00
016-515-730-674	3-28-0068-032-2024 M...	551.48	0.00
016-515-730-840	3-28-0068-033-2025 FAA	69,374.78	0.00
016-515-730-841	3-28-0068-033-2025 M...	1,825.65	0.00
022-322-491-135	WORKER'S COMPENSAT...	20,037.38	0.00
022-322-501-200	OFFICE SUPPLIES	381.58	0.00
022-322-525-231	GAS & OIL	13,525.45	0.00
022-322-535-233	UNIFORMS	1,474.71	0.00
022-322-555-250	SMALL EQUIP, TOOLS & ...	859.42	0.00
022-322-600-300	CONTRACT/PROFESSIO...	275.00	0.00
022-322-600-333	ADMINISTRATIVE SERVI...	6,967.86	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL...	2,481.79	0.00
022-322-604-330	COPIER, PHONES, RADIOS	109.20	0.00
022-322-610-340	ADVERTISING	171.81	0.00
022-322-625-380	UTILITIES	1,356.66	0.00
022-322-630-252	VEHICLE R&M - COMME...	2,731.76	0.00
022-322-630-255	VEHICLE R&M - RUBBISH	945.69	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	18,485.77	16,931.66
022-322-630-406	EQUIPMENT R&M - LAN...	24.21	0.00
151-216-918-805	MACHINERY & EQUIPM...	756.87	0.00
200-800-820-882	2018 4.5M GO PI	455,000.00	0.00
200-800-830-881	2019 3M GO INTEREST	22,113.73	0.00
200-800-830-882	2018 4.5M GO INTEREST	37,418.76	0.00
200-800-840-876	BOND FEES	2,500.00	0.00
300-000-948-874	BENTBROOK RIDGE STRE...	2,054.65	2,054.65
304-000-912-974	SS4A GRANT CONSTRUC...	53,142.88	0.00
305-300-600-302	2026 STREET IMPROVE...	906,195.40	0.00
305-300-900-925	2026 SIGNALS	8,673.75	0.00
311-656-600-300	PROF. SERVICE - KIMLEY...	99.35	0.00
311-656-600-303	PROF. SERVICES - OTHER	1,635.00	0.00
311-656-912-850	CONSTRUCTION	2,927.75	0.00
312-551-901-276	J L KING CULVERT REPLA...	250,136.76	0.00
375-551-600-297	MANAGEMENT FEES - C...	20,000.00	0.00
375-551-840-877	PAYING AGENT FEES	1,500.00	0.00
375-551-907-942	EXISTING PARK IMPROV...	3,000.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
377-318-680-301	CONSTRUCTION ENGINE...	87,501.73	0.00
377-318-912-850	CONSTRUCTION AND PA...	1,013,775.10	0.00
	Grand Total:	**3,661,191.90**	**18,986.31**

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,438,481.68	18,986.31
25005200	53,142.88	0.00
26003300	903,895.40	0.00
26003400	2,300.00	0.00
26044400	8,673.75	0.00
311656600300	99.35	0.00
311656600303	1,635.00	0.00
311656912850	2,927.75	0.00
312551901276	250,136.76	0.00
377318680301	87,501.73	0.00
377318912850	912,397.60	0.00
Grand Total:	**3,661,191.90**	**18,986.31**

CITY OF STARKVILLE
PAYROLL CLAIMS DOCKET
March 12, 2026 - April 2, 2026

DATE	VENDOR	DESCRIPTION	AMOUNT
3/12/2026	Kronos	3/13/26 PAYROLL	$ 388,263.40
3/12/2026	Kronos	PAYROLL TAXES ON 3/13/26 PAYROLL	$ 131,783.44
3/13/2026	Rausch Sturm LLP	Garnishment	$ 312.92
3/17/2026	Blue Cross of MS	Health Insurance	$ 2,258.05
3/18/2026	Empower	Deferred Comp	$ 8,499.00
3/26/2026	Kronos	3/27/26 PAYROLL	$ 378,008.58
3/26/2026	Kronos	PAYROLL TAXES ON 3/27/26 PAYROLL	$ 126,465.79
3/27/2026	Blue Cross of MS	Health Insurance	$ 82,403.14
3/27/2026	Starkville Athletic Club	Employee Benefits	$ 107.50
3/27/2026	AFLAC	Employee Benefits	$ 3,334.69
3/27/2026	CRDU	Child Support	$ 1,477.00
3/27/2026	NC Child Support	Child Support	$ 212.00
3/27/2026	Metlife	Employee Benefits	$ 3,705.05
3/27/2026	Oktibbeha County Hospital	Garnishment	$ 333.58
3/27/2026	FSPC	Child Support	$ 125.00
3/27/2026	Chapter 13 - Todd S. Johns	Chapter 13 Bankruptcy	$ 210.00
3/27/2026	Symmetra	Employee Benefits	$ 304.80
3/27/2026	MSDHS	Child Support	$ 81.00
3/27/2026	Pat Henley	Garnishment	$ 310.73
3/27/2026	Rausch Strum LLP	Garnishment	$ 307.43
3/27/2026	Crane Finance	Garnishment	$ 40.00
3/30/2026	Kronos	3/31/26 PAYROLL	$ 2,083.95
3/30/2026	Kronos	PAYROLL TAXES ON 3/31/26 PAYROLL	$ 572.22
3/31/2026	Starkville Athletic Club	Employee Benefits	$ 107.50
3/31/2026	AFLAC	Employee Benefits	$ 3,398.01
3/31/2026	CRDU	Child Support	$ 1,569.50
3/31/2026	NC Child Support	Child Support	$ 212.00
3/31/2026	Metlife	Employee Benefits	$ 3,858.77
3/31/2026	Oktibbeha County Hospital	Garnishment	$ 330.43
3/31/2026	FSPC	Child Support	$ 125.00
3/31/2026	Chapter 13 - Todd S. Johns	Chapter 13 Bankruptcy	$ 210.00
3/31/2026	Symmetra	Employee Benefits	$ 303.70
3/31/2026	MSDHS	Child Support	$ 81.00
3/31/2026	Pat Henley	Garnishment	$ 316.90
3/31/2026	Crane Finance	Garnishment	$ 40.00
TOTAL PAYROLL			$ 1,141,752.08

Starkville UTILITIES

200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

03/31/2026 10:17:55 am

ACCOUNTS PAYABLE
AGING INVOICE

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
95	2 LADIES PROMO	03/29/26	04/08/26	2323	SUPPLIES	555.20			
					Total for Vendor - 95:	555.20	0.00	0.00	0.00
139	ACC BUSINESS	03/11/26	04/08/26	1240163111	INTERNET SERVICE	1,377.48			
					Total for Vendor - 139:	1,377.48	0.00	0.00	0.00
131	ALTEC INDUSTRIES, INC.	03/04/26	04/08/26	13476803	SAFETY SUPPLIES	315.38			
131	ALTEC INDUSTRIES, INC.	03/04/26	04/08/26	13477114	SAFETY SUPPLIES	79.50			
131	ALTEC INDUSTRIES, INC.	03/18/26	04/08/26	52005339	MAINTENANCE	1,315.12			
131	ALTEC INDUSTRIES, INC.	03/20/26	04/08/26	52009607	MAINTENANCE	2,713.02			
131	ALTEC INDUSTRIES, INC.	03/20/26	04/08/26	52009774	MAINTENANCE	1,307.15			
131	ALTEC INDUSTRIES, INC.	03/23/26	04/08/26	52010774	MAINTENANCE	1,488.96			
					Total for Vendor - 131:	7,219.13	0.00	0.00	0.00
116	AMAZON CAPITAL SERVICES	03/02/26	04/08/26	13VH-7J7G-4L6G	SUPPLIES	144.31			
116	AMAZON CAPITAL SERVICES	03/03/26	04/08/26	16NJ-C6JC-4TN4	SUPPLIES	121.14			
116	AMAZON CAPITAL SERVICES	03/09/26	04/08/26	14Q9-CPK7-CGX6	MATERIALS	636.80			
116	AMAZON CAPITAL SERVICES	03/16/26	04/08/26	16LW-HRRN-P4YQ	SAFETY SUPPLIES	230.36			
116	AMAZON CAPITAL SERVICES	03/16/26	04/08/26	1G1H-LKPQ-Q4NP	SUPPLIES	138.05			
116	AMAZON CAPITAL SERVICES	03/20/26	04/08/26	1M7D-GXGV-T64N	EQUIPMENT	99.00			
116	AMAZON CAPITAL SERVICES	03/24/26	04/08/26	11RF-363V-VKKR	SUPPLIES	382.72			
116	AMAZON CAPITAL SERVICES	03/24/26	04/08/26	14QM-GKL-R4D6	SUPPLIES	28.49			
116	AMAZON CAPITAL SERVICES	03/25/26	04/08/26	1XQH-7DQC-FPJN	SUPPLIES	68.40			
116	AMAZON CAPITAL SERVICES	03/26/26	04/08/26	19DM-VL7R-76G4	SUPPLIES	389.95			
116	AMAZON CAPITAL SERVICES	03/26/26	04/08/26	1MJL-C3PR-DCCY	SUPPLIES	21.95			
					Total for Vendor - 116:	2,261.17	0.00	0.00	0.00
134	ATWELL & GENT, P.A.	03/22/26	04/08/26	26-063	AUTOMATIC 69KV SWITCH @	700.00			
134	ATWELL & GENT, P.A.	03/22/26	04/08/26	26-064	ENGINEERING SERVICES	745.00			
134	ATWELL & GENT, P.A.	03/22/26	04/08/26	26-065	GIS SYS MAP UPDATE	920.00			
134	ATWELL & GENT, P.A.	03/22/26	04/08/26	26-066	AUTOMATIC 69KV SWITCH @	240.00			
134	ATWELL & GENT, P.A.	03/22/26	04/08/26	26-067	ENGINEERING SERVICES	350.00			
134	ATWELL & GENT, P.A.	03/22/26	04/08/26	26-068	ENGINEERING SERVICES	3,060.00			
					Total for Vendor - 134:	6,015.00	0.00	0.00	0.00
196	AUTOZONE	03/03/26	04/08/26	00426561302	MAINTENANCE	511.34			
196	AUTOZONE	03/04/26	04/08/26	00426562363	MAINTENANCE	111.99			
196	AUTOZONE	03/05/26	04/08/26	00426563022	MAINTENANCE	14.88			

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
196	AUTOZONE	03/05/26	04/08/26	00426563241	MAINTENANCE	28.07			
					Total for Vendor - 196:	666.28	0.00	0.00	0.00
198	BRISLIN, INC.	03/06/26	04/08/26	260126	MAINTENANCE	1,450.00			
					Total for Vendor - 198:	1,450.00	0.00	0.00	0.00
1920	CANNON FORD LINCOLN OF ST	03/03/26	04/08/26	215743	MAINTENANCE	165.00			
					Total for Vendor - 1920:	165.00	0.00	0.00	0.00
320	CARLOCK DODGE OF TUPELO	03/06/26	04/08/26	60136455/1	MAINTENANCE	403.06			
					Total for Vendor - 320:	403.06	0.00	0.00	0.00
314	CINTAS CORPORATION	03/20/26	04/08/26	5325039303	SAFETY SUPPLIES	83.40			
					Total for Vendor - 314:	83.40	0.00	0.00	0.00
344	COLUMBUS RUBBER & GASKE	03/10/26	04/08/26	722812-001	MAINTENANCE	600.00			
					Total for Vendor - 344:	600.00	0.00	0.00	0.00
333	CONSOLIDATED FLEET SERVIC	02/06/26	04/08/26	2026JS0008	SAFETY TESTING	3,873.50			
333	CONSOLIDATED FLEET SERVIC	02/20/26	04/08/26	2026JB0019A	INSPECTIONS	870.00			
333	CONSOLIDATED FLEET SERVIC	02/20/26	04/08/26	2026JB0019B	INSPECTIONS	488.00			
					Total for Vendor - 333:	5,231.50	0.00	0.00	0.00
348	DELL MARKETING L.P.	03/01/26	04/08/26	10864109327	SOFTWARE OFFICE 365	2,132.24			
					Total for Vendor - 348:	2,132.24	0.00	0.00	0.00
496	EAST MISS LUMBER	03/06/26	04/08/26	52429	TOOLS	69.45			
496	EAST MISS LUMBER	03/06/26	04/08/26	52459	TOOLS	38.28			
496	EAST MISS LUMBER	03/11/26	04/08/26	52715	SUPPLIES	159.99			
496	EAST MISS LUMBER	03/17/26	04/08/26	222870	TOOLS	21.98			
496	EAST MISS LUMBER	03/18/26	04/08/26	222967	TOOLS	34.99			
					Total for Vendor - 496:	324.69	0.00	0.00	0.00
510	EDWARD KEMP	03/24/26	04/08/26	03242026	MS MUNICIPAL MANAGER M	133.40			
510	EDWARD KEMP	03/27/26	04/08/26	03272026	NMPPA MEETING	100.05			
					Total for Vendor - 510:	233.45	0.00	0.00	0.00
504	ELEC MOTOR SALES/SERVICE	03/06/26	04/08/26	634123	MATERIALS	2,548.85			
					Total for Vendor - 504:	2,548.85	0.00	0.00	0.00
99009746	ENDEAVOR / SYNERGETICS DC	03/06/25		20250219115438C	CREDIT ON ACCOUNT	-2,925.00			

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
					Total for Vendor - 99009746:	-2,925.00	0.00	0.00	0.00
455	EXELL WATER & COFFEE, INC.	03/05/26	04/08/26	592157	WATER	79.86			
455	EXELL WATER & COFFEE, INC.	03/19/26	04/08/26	611133	WATER	48.51			
					Total for Vendor - 455:	128.37	0.00	0.00	0.00
616	FUELMAN	03/09/26	04/08/26	NP70154388	FUEL	2,147.45			
616	FUELMAN	03/16/26	04/08/26	NP70180863	FUEL	2,102.13			
616	FUELMAN	03/23/26	04/08/26	NP70211915	FUEL	2,262.85			
616	FUELMAN	03/30/26	04/08/26	NP70234195	FUEL	2,315.38			
					Total for Vendor - 616:	8,827.81	0.00	0.00	0.00
696	GARNER LUMLEY ELECTRIC	03/10/26	04/08/26	625677	MATERIALS	530.00			
696	GARNER LUMLEY ELECTRIC	03/27/26	04/08/26	626088	MATERIALS	197.00			
696	GARNER LUMLEY ELECTRIC	03/27/26	04/08/26	626538	MATERIALS	22,100.00			
					Total for Vendor - 696:	22,827.00	0.00	0.00	0.00
691	GATEWAY TIRE&SERVICE CEN	03/06/26	04/08/26	1018-229704	MAINTENANCE	119.40			
691	GATEWAY TIRE&SERVICE CEN	03/06/26	04/08/26	1018-229713	MAINTENANCE	119.40			
691	GATEWAY TIRE&SERVICE CEN	03/06/26	04/08/26	1018-229735	MAINTENANCE	119.40			
691	GATEWAY TIRE&SERVICE CEN	03/19/26	04/08/26	1018-230348	MAINTENANCE	814.96			
691	GATEWAY TIRE&SERVICE CEN	03/26/26	04/08/26	1018-230735	MAINTENANCE	83.65			
					Total for Vendor - 691:	1,256.81	0.00	0.00	0.00
729	GREATER STARKVILLE DEV PA	03/10/26	04/08/26	7736	STARKVILLE STRIDE	370.00			
					Total for Vendor - 729:	370.00	0.00	0.00	0.00
1010	JT RAY COMPANY	03/13/26	04/08/26	71700	COPIER SERVICE	281.50			
1010	JT RAY COMPANY	03/13/26	04/08/26	71701	COPIER SERVICE	119.14			
1010	JT RAY COMPANY	03/13/26	04/08/26	71703	COPIER SERVICE	267.03			
					Total for Vendor - 1010:	667.67	0.00	0.00	0.00
1205	LOWE'S	03/23/26	04/08/26	999154-QLPVKR	SUPPLIES	8.70			
1205	LOWE'S	03/24/26	04/08/26	972742-QLUJNH	SUPPLIES	63.51			
1205	LOWE'S	03/25/26	04/08/26	975737-QLZAFN	TOOLS	178.90			
					Total for Vendor - 1205:	251.11	0.00	0.00	0.00
1293	MATHISTON MOBILE TRUCK R	01/28/26	04/08/26	2084	MAINTENANCE	1,061.60			
1293	MATHISTON MOBILE TRUCK R	03/01/26	04/08/26	2103	MAINTENANCE	702.35			
1293	MATHISTON MOBILE TRUCK R	03/01/26	04/08/26	2104	MAINTENANCE	916.08			

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1293	MATHISTON MOBILE TRUCK R	03/01/26	04/08/26	2105	MAINTENANCE	1,339.02			
1293	MATHISTON MOBILE TRUCK R	03/16/26	04/08/26	2119	MAINTENANCE	493.03			
1293	MATHISTON MOBILE TRUCK R	03/25/26	04/08/26	2128	MAINTENANCE	832.82			
					Total for Vendor - 1293:	5,344.90	0.00	0.00	0.00
1287	MAXXSOUTH BROADBAND	03/06/26	04/08/26	25017952	ACCT# 2828 41 101 0743913	69.00			
					Total for Vendor - 1287:	69.00	0.00	0.00	0.00
1531	MDR CONSTRUCTION, INC.	01/26/26	04/08/26	48-67742R	MSU 69KV FLISR CONSTRUCT	6,238.38			
					Total for Vendor - 1531:	6,238.38	0.00	0.00	0.00
1394	NARRATIVE 12 LLC	03/26/26	04/08/26	03/25/2026	CUSTOMER COMMUNICATIO	4,500.00			
					Total for Vendor - 1394:	4,500.00	0.00	0.00	0.00
1400	NESCO	02/03/26	04/08/26	S2772658.001	MATERIALS	2,106.86			
1400	NESCO	02/20/26	04/08/26	S2786043.001	MATERIALS	247.03			
1400	NESCO	03/03/26	04/08/26	S2788266.001	MATERIALS	263.91			
1400	NESCO	03/04/26	04/08/26	S2788726.001	MATERIALS	80.08			
1400	NESCO	03/09/26	04/08/26	S2787563.001	UNIFORMS	4,219.95			
1400	NESCO	03/10/26	04/08/26	S2789694.001	MATERIALS	430.30			
					Total for Vendor - 1400:	7,348.13	0.00	0.00	0.00
1403	NISC	02/28/26	04/08/26	654656	FEB 2026 PRINT SERVICES	7,650.30			
1403	NISC	02/28/26	04/08/26	655463	FEB 2026 MISC	843.98			
1403	NISC	02/28/26	04/08/26	656180	FEB 2026 RECURRING EXP	19,200.31			
					Total for Vendor - 1403:	27,694.59	0.00	0.00	0.00
1525	OKTIBBEHA CO. CO-OP	02/27/26	04/08/26	1191838	UNIFORMS	145.00			
1525	OKTIBBEHA CO. CO-OP	03/04/26	04/08/26	1193450	TOOLS	280.80			
1525	OKTIBBEHA CO. CO-OP	03/04/26	04/08/26	1193467	UNIFORMS	134.66			
					Total for Vendor - 1525:	560.46	0.00	0.00	0.00
1816	REGULATORY COMPLIANCE SE	01/05/26	01/21/26	J188-01/05/2026	PCB MANAGMENT SUPPORT			395.00	
					Total for Vendor - 1816:	0.00	0.00	395.00	0.00
1887	S & S LINE SERVICE INC	03/13/26	04/08/26	3119	ROW CLEARING	1,754.96			
1887	S & S LINE SERVICE INC	03/13/26	04/08/26	3120	ROW CLEARING	6,034.26			
1887	S & S LINE SERVICE INC	03/13/26	04/08/26	3121	ROW CLEARING	6,212.86			
1887	S & S LINE SERVICE INC	03/20/26	04/08/26	3122	ROW CLEARING	1,643.60			
1887	S & S LINE SERVICE INC	03/20/26	04/08/26	3123	ROW CLEARING	6,077.60			

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1887	S & S LINE SERVICE INC	03/20/26	04/08/26	3124	ROW CLEARING	6,077.60			
1887	S & S LINE SERVICE INC	03/27/26	04/08/26	3125	ROW CLEARING	1,643.60			
1887	S & S LINE SERVICE INC	03/27/26	04/08/26	3126	ROW CLEARING	6,077.60			
1887	S & S LINE SERVICE INC	03/27/26	04/08/26	3127	ROW CLEARING	6,077.60			
					Total for Vendor - 1887:	41,599.68	0.00	0.00	0.00
1913	SECURITY SOLUTIONS	03/01/26	04/08/26	92921	SECURITY MONITORING	360.00			
					Total for Vendor - 1913:	360.00	0.00	0.00	0.00
1902	SOLIS	03/01/26	04/08/26	32231	IT SECURITY	586.48			
					Total for Vendor - 1902:	586.48	0.00	0.00	0.00
1951	SOURCE ONE VIDEO	03/23/26	04/08/26	268142	WEBSITE HOSTING	1,900.00			
					Total for Vendor - 1951:	1,900.00	0.00	0.00	0.00
1823	SUNSTAR INSURANCE SERVICE	03/13/26	04/08/26	1493503	SURETY BOND	175.00			
1823	SUNSTAR INSURANCE SERVICE	03/13/26	04/08/26	1493506	SURETY BOND	175.00			
					Total for Vendor - 1823:	350.00	0.00	0.00	0.00
2026	TRANSARMOUR INC.	03/10/26	04/08/26	97532700	TRANSFORMER REBUILDS	22,680.00			
					Total for Vendor - 2026:	22,680.00	0.00	0.00	0.00
2040	TVPPA EDUCATION & TRAIN.	02/04/26	04/08/26	INV0173263	SAFETY MEETING	500.00			
					Total for Vendor - 2040:	500.00	0.00	0.00	0.00
2104	UPS	03/21/26	04/08/26	000012031F126	POSTAGE	563.99			
					Total for Vendor - 2104:	563.99	0.00	0.00	0.00
2210	VERIZON WIRELESS	03/01/26	04/08/26	6137401117	ACCT# 442062821-00001	507.48			
					Total for Vendor - 2210:	507.48	0.00	0.00	0.00
2333	WILSON'S TREE SERVICE LLC.	03/02/26	04/08/26	125	CONTRACT SERVICES	300.00			
2333	WILSON'S TREE SERVICE LLC.	03/17/26	04/08/26	135	CONTRACT SERVICES	400.00			
					Total for Vendor - 2333:	700.00	0.00	0.00	0.00
2120	YOUNG WELDING SUPPLY, INC	02/28/26	04/08/26	0004004781	CYLINDER RENTAL	1,080.00			
2120	YOUNG WELDING SUPPLY, INC	02/28/26	04/08/26	0030070187	GAS	131.04			
					Total for Vendor - 2120:	1,211.04	0.00	0.00	0.00
2426	ZERION SOFTWARE	02/27/26	03/18/26	2026-115240	SOFTWARE APPLICATION	3,375.00			
					Total for Vendor - 2426:	3,375.00	0.00	0.00	0.00

Beginning Date: 04/08/2026

Grand Total:	$ 188,759.35	$ 0.00	$ 395.00	$ 0.00

03/31/2026 10:17:55 am

ACCOUNTS PAYABLE
AGING INVOICE

Beginning Date: 04/08/2026

PARAMETERS ENTERED:

Beginning Date:	04/08/2026
Aging Intervals (Days):	30/60/90
Vendor:	All
GL Division:	All
GL Account:	All
GL Department:	All
GL Activity:	All
Format:	Summary
Subtotal By Vendor:	Yes
Sort By:	Name
AP GL Account:	1 232.0
Group By	AP GL Account

03/31/2026 10:18:16 am

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 95 2 LADIES PROMO						Balance:	2,141.65					
2323	IN	1	232.0	03/29/2026		04/08/2026	1	555.20	0.00	555.20	0.00	DD
						Total For Vendor 95:		555.20	0.00	555.20	0.00	
						Invoice Count:		1				
Vendor: 139 ACC BUSINESS						Balance:	1,377.48					
1240163111	IN	1	232.0	03/11/2026		04/08/2026	1	1,377.48	0.00	1,377.48	0.00	DD
						Total For Vendor 139:		1,377.48	0.00	1,377.48	0.00	
						Invoice Count:		1				
Vendor: 131 ALTEC INDUSTRIES, INC.						Balance:	7,219.13					
13476803	IN	1	232.0	03/04/2026		04/08/2026	1	315.38	0.00	315.38	0.00	DD
13477114	IN	1	232.0	03/04/2026		04/08/2026	1	79.50	0.00	79.50	0.00	DD
52005339	IN	1	232.0	03/18/2026		04/08/2026	1	1,315.12	0.00	1,315.12	0.00	DD
52009607	IN	1	232.0	03/20/2026		04/08/2026	1	2,713.02	0.00	2,713.02	0.00	DD
52009774	IN	1	232.0	03/20/2026		04/08/2026	1	1,307.15	0.00	1,307.15	0.00	DD
52010774	IN	1	232.0	03/23/2026		04/08/2026	1	1,488.96	0.00	1,488.96	0.00	DD
						Total For Vendor 131:		7,219.13	0.00	7,219.13	0.00	
						Invoice Count:		6				
Vendor: 116 AMAZON CAPITAL SERVICES						Balance:	2,648.20					
13VH-7J7G-4L6G	IN	1	232.0	03/02/2026		04/08/2026	1	144.31	0.00	144.31	0.00	DD
16NJ-C6JC-4TN4	IN	1	232.0	03/03/2026		04/08/2026	1	121.14	0.00	121.14	0.00	DD
14Q9-CPK7-CGX6	IN	1	232.0	03/09/2026		04/08/2026	1	636.80	0.00	636.80	0.00	DD
16LW-HRRN-P4YQ	IN	1	232.0	03/16/2026		04/08/2026	1	230.36	0.00	230.36	0.00	DD
1G1H-LKPQ-Q4NP	IN	1	232.0	03/16/2026		04/08/2026	1	138.05	0.00	138.05	0.00	DD
1M7D-GXGV-T64N	IN	1	232.0	03/20/2026		04/08/2026	1	99.00	0.00	99.00	0.00	DD
11RF-363V-VKKR	IN	1	232.0	03/24/2026		04/08/2026	1	382.72	0.00	382.72	0.00	DD
14QM-GKL-R4D6	IN	1	232.0	03/24/2026		04/08/2026	1	28.49	0.00	28.49	0.00	DD
1XQH-7DQC-FPJN	IN	1	232.0	03/25/2026		04/08/2026	1	68.40	0.00	68.40	0.00	DD
19DM-VL7R-76G4	IN	1	232.0	03/26/2026		04/08/2026	1	389.95	0.00	389.95	0.00	DD
1MJL-C3PR-DCCY	IN	1	232.0	03/26/2026		04/08/2026	1	21.95	0.00	21.95	0.00	DD
						Total For Vendor 116:		2,261.17	0.00	2,261.17	0.00	
						Invoice Count:		11				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 134 ATWELL & GENT, P.A.						Balance:	6,015.00					
26-063	IN	1	232.0	03/22/2026		04/08/2026	1	700.00	0.00	700.00	0.00	DD
26-064	IN	1	232.0	03/22/2026		04/08/2026	1	745.00	0.00	745.00	0.00	DD
26-065	IN	1	232.0	03/22/2026		04/08/2026	1	920.00	0.00	920.00	0.00	DD
26-066	IN	1	232.0	03/22/2026		04/08/2026	1	240.00	0.00	240.00	0.00	DD
26-067	IN	1	232.0	03/22/2026		04/08/2026	1	350.00	0.00	350.00	0.00	DD
26-068	IN	1	232.0	03/22/2026		04/08/2026	1	3,060.00	0.00	3,060.00	0.00	DD
						Total For Vendor 134:		6,015.00	0.00	6,015.00	0.00	
						Invoice Count:		6				
Vendor: 196 AUTOZONE						Balance:	779.29					
00426561302	IN	1	232.0	03/03/2026		04/08/2026	1	511.34	0.00	511.34	0.00	DD
00426562363	IN	1	232.0	03/04/2026		04/08/2026	1	111.99	0.00	111.99	0.00	DD
00426563022	IN	1	232.0	03/05/2026		04/08/2026	1	14.88	0.00	14.88	0.00	DD
00426563241	IN	1	232.0	03/05/2026		04/08/2026	1	28.07	0.00	28.07	0.00	DD
						Total For Vendor 196:		666.28	0.00	666.28	0.00	
						Invoice Count:		4				
Vendor: 198 BRISLIN, INC.						Balance:	5,749.00					
260126	IN	1	232.0	03/06/2026		04/08/2026	1	1,450.00	0.00	1,450.00	0.00	DD
						Total For Vendor 198:		1,450.00	0.00	1,450.00	0.00	
						Invoice Count:		1				
Vendor: 1920 CANNON FORD LINCOLN OF STARK						Balance:	165.00					
215743	IN	1	232.0	03/03/2026		04/08/2026	1	165.00	0.00	165.00	0.00	DD
						Total For Vendor 1920:		165.00	0.00	165.00	0.00	
						Invoice Count:		1				
Vendor: 320 CARLOCK DODGE OF TUPELO MS.						Balance:	403.06					
60136455/1	IN	1	232.0	03/06/2026		04/08/2026	1	403.06	0.00	403.06	0.00	CHK
						Total For Vendor 320:		403.06	0.00	403.06	0.00	
						Invoice Count:		1				

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ACCOUNTS PAYABLE
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Vendor Detail

Invoice	Type	Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 314 CINTAS CORPORATION						Balance:	83.40					
5325039303	IN	1	232.0	03/20/2026		04/08/2026	1	83.40	0.00	83.40	0.00	DD
						Total For Vendor 314:		83.40	0.00	83.40	0.00	
						Invoice Count:		1				
Vendor: 344 COLUMBUS RUBBER & GASKET						Balance:	600.00					
722812-001	IN	1	232.0	03/10/2026		04/08/2026	1	600.00	0.00	600.00	0.00	DD
						Total For Vendor 344:		600.00	0.00	600.00	0.00	
						Invoice Count:		1				
Vendor: 333 CONSOLIDATED FLEET SERVICES						Balance:	5,231.50					
2026JS0008	IN	1	232.0	02/06/2026		04/08/2026	1	3,873.50	0.00	3,873.50	0.00	DD
2026JB0019A	IN	1	232.0	02/20/2026		04/08/2026	1	870.00	0.00	870.00	0.00	DD
2026JB0019B	IN	1	232.0	02/20/2026		04/08/2026	1	488.00	0.00	488.00	0.00	DD
						Total For Vendor 333:		5,231.50	0.00	5,231.50	0.00	
						Invoice Count:		3				
Vendor: 348 DELL MARKETING L.P.						Balance:	2,132.24					
10864109327	IN	1	232.0	03/01/2026		04/08/2026	1	2,132.24	0.00	2,132.24	0.00	DD
						Total For Vendor 348:		2,132.24	0.00	2,132.24	0.00	
						Invoice Count:		1				
Vendor: 496 EAST MISS LUMBER						Balance:	410.16					
52429	IN	1	232.0	03/06/2026		04/08/2026	1	69.45	0.00	69.45	0.00	CHK
52459	IN	1	232.0	03/06/2026		04/08/2026	1	38.28	0.00	38.28	0.00	CHK
52715	IN	1	232.0	03/11/2026		04/08/2026	1	159.99	0.00	159.99	0.00	CHK
222870	IN	1	232.0	03/17/2026		04/08/2026	1	21.98	0.00	21.98	0.00	CHK
222967	IN	1	232.0	03/18/2026		04/08/2026	1	34.99	0.00	34.99	0.00	CHK
						Total For Vendor 496:		324.69	0.00	324.69	0.00	
						Invoice Count:		5				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 510 EDWARD KEMP						Balance:	233.45					
03242026	IN	1	232.0	03/24/2026		04/08/2026	1	133.40	0.00	133.40	0.00	DD
03272026	IN	1	232.0	03/27/2026		04/08/2026	1	100.05	0.00	100.05	0.00	DD
						Total For Vendor 510:		233.45	0.00	233.45	0.00	
						Invoice Count:		2				
Vendor: 504 ELEC MOTOR SALES/SERVICE						Balance:	4,084.81					
634123	IN	1	232.0	03/06/2026		04/08/2026	1	2,548.85	0.00	2,548.85	0.00	CHK
						Total For Vendor 504:		2,548.85	0.00	2,548.85	0.00	
						Invoice Count:		1				
Vendor: 99009746 ENDEAVOR / SYNERGETICS DCS, INC						Balance:	-2,925.00					
20250219115438C	MC	1	232.0	03/06/2025			1	-2,925.00	0.00	0.00	-2,925.00	
						Total For Vendor 99009746:		-2,925.00	0.00	0.00	-2,925.00	
						Invoice Count:		1				
Vendor: 455 EXELL WATER & COFFEE, INC.						Balance:	128.37					
592157	IN	1	232.0	03/05/2026		04/08/2026	1	79.86	0.00	79.86	0.00	DD
611133	IN	1	232.0	03/19/2026		04/08/2026	2	48.51	0.00	48.51	0.00	DD
						Total For Vendor 455:		128.37	0.00	128.37	0.00	
						Invoice Count:		2				
Vendor: 616 FUELMAN						Balance:	8,827.81					
NP70154388	IN	1	232.0	03/09/2026		04/08/2026	1	2,147.45	0.00	2,147.45	0.00	CHK
NP70180863	IN	1	232.0	03/16/2026		04/08/2026	1	2,102.13	0.00	2,102.13	0.00	CHK
NP70211915	IN	1	232.0	03/23/2026		04/08/2026	1	2,262.85	0.00	2,262.85	0.00	CHK
NP70234195	IN	1	232.0	03/30/2026		04/08/2026	1	2,315.38	0.00	2,315.38	0.00	CHK
						Total For Vendor 616:		8,827.81	0.00	8,827.81	0.00	
						Invoice Count:		4				

ACCOUNTS PAYABLE
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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 696 GARNER LUMLEY ELECTRIC						Balance:	22,827.00					
625677	IN	1	232.0	03/10/2026		04/08/2026	1	530.00	0.00	530.00	0.00	DD
626088	IN	1	232.0	03/27/2026		04/08/2026	1	197.00	0.00	197.00	0.00	DD
626538	IN	1	232.0	03/27/2026		04/08/2026	1	22,100.00	0.00	22,100.00	0.00	DD
						Total For Vendor 696:		22,827.00	0.00	22,827.00	0.00	
						Invoice Count:		3				
Vendor: 691 GATEWAY TIRE&SERVICE CENTER						Balance:	1,256.81					
1018-229704	IN	1	232.0	03/06/2026		04/08/2026	1	119.40	0.00	119.40	0.00	DD
1018-229713	IN	1	232.0	03/06/2026		04/08/2026	1	119.40	0.00	119.40	0.00	DD
1018-229735	IN	1	232.0	03/06/2026		04/08/2026	1	119.40	0.00	119.40	0.00	DD
1018-230348	IN	1	232.0	03/19/2026		04/08/2026	1	814.96	0.00	814.96	0.00	DD
1018-230735	IN	1	232.0	03/26/2026		04/08/2026	1	83.65	0.00	83.65	0.00	DD
						Total For Vendor 691:		1,256.81	0.00	1,256.81	0.00	
						Invoice Count:		5				
Vendor: 729 GREATER STARKVILLE DEV PART						Balance:	370.00					
7736	IN	1	232.0	03/10/2026		04/08/2026	1	370.00	0.00	370.00	0.00	CHK
						Total For Vendor 729:		370.00	0.00	370.00	0.00	
						Invoice Count:		1				
Vendor: 1010 JT RAY COMPANY						Balance:	744.62					
71700	IN	1	232.0	03/13/2026		04/08/2026	1	281.50	0.00	281.50	0.00	DD
71701	IN	1	232.0	03/13/2026		04/08/2026	1	119.14	0.00	119.14	0.00	DD
71703	IN	1	232.0	03/13/2026		04/08/2026	1	267.03	0.00	267.03	0.00	DD
						Total For Vendor 1010:		667.67	0.00	667.67	0.00	
						Invoice Count:		3				
Vendor: 1205 LOWE'S						Balance:	2,310.04					
999154-QLPVKR	IN	1	232.0	03/23/2026		04/08/2026	1	8.70	0.00	8.70	0.00	CHK
972742-QLUJNH	IN	1	232.0	03/24/2026		04/08/2026	1	63.51	0.00	63.51	0.00	CHK
975737-QLZAFN	IN	1	232.0	03/25/2026		04/08/2026	1	178.90	0.00	178.90	0.00	CHK
						Total For Vendor 1205:		251.11	0.00	251.11	0.00	
						Invoice Count:		3				

ACCOUNTS PAYABLE
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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 1293 MATHISTON MOBILE TRUCK REP.						Balance:	6,958.83					
2084	IN	1	232.0	01/28/2026		04/08/2026	1	1,061.60	0.00	1,061.60	0.00	DD
2103	IN	1	232.0	03/01/2026		04/08/2026	1	702.35	0.00	702.35	0.00	DD
2104	IN	1	232.0	03/01/2026		04/08/2026	1	916.08	0.00	916.08	0.00	DD
2105	IN	1	232.0	03/01/2026		04/08/2026	1	1,339.02	0.00	1,339.02	0.00	DD
2119	IN	1	232.0	03/16/2026		04/08/2026	1	493.03	0.00	493.03	0.00	DD
2128	IN	1	232.0	03/25/2026		04/08/2026	1	832.82	0.00	832.82	0.00	DD
						Total For Vendor 1293:		5,344.90	0.00	5,344.90	0.00	
						Invoice Count:		6				
Vendor: 1287 MAXXSOUTH BROADBAND						Balance:	408.02					
25017952	IN	1	232.0	03/06/2026		04/08/2026	1	69.00	0.00	69.00	0.00	CHK
						Total For Vendor 1287:		69.00	0.00	69.00	0.00	
						Invoice Count:		1				
Vendor: 1531 MDR CONSTRUCTION, INC.						Balance:	6,238.38					
48-67742R	IN	1	232.0	01/26/2026		04/08/2026	1	6,238.38	0.00	6,238.38	0.00	DD
						Total For Vendor 1531:		6,238.38	0.00	6,238.38	0.00	
						Invoice Count:		1				
Vendor: 1394 NARRATIVE 12 LLC						Balance:	4,500.00					
03/25/2026	IN	1	232.0	03/26/2026		04/08/2026	1	4,500.00	0.00	4,500.00	0.00	DD
						Total For Vendor 1394:		4,500.00	0.00	4,500.00	0.00	
						Invoice Count:		1				
Vendor: 1400 NESCO						Balance:	14,139.82					
S2772658.001	IN	1	232.0	02/03/2026		04/08/2026	1	2,106.86	0.00	2,106.86	0.00	DD
S2786043.001	IN	1	232.0	02/20/2026		04/08/2026	1	247.03	0.00	247.03	0.00	DD
S2788266.001	IN	1	232.0	03/03/2026		04/08/2026	1	263.91	0.00	263.91	0.00	DD
S2788726.001	IN	1	232.0	03/04/2026		04/08/2026	1	80.08	0.00	80.08	0.00	DD
S2787563.001	IN	1	232.0	03/09/2026		04/08/2026	1	4,219.95	0.00	4,219.95	0.00	DD
S2789694.001	IN	1	232.0	03/10/2026		04/08/2026	1	430.30	0.00	430.30	0.00	DD
						Total For Vendor 1400:		7,348.13	0.00	7,348.13	0.00	
						Invoice Count:		6				

ACCOUNTS PAYABLE
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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed		Pmt Type
Vendor: 1403 NISC						Balance:	27,694.59						
654656	IN	1	232.0	02/28/2026		04/08/2026	1	7,650.30	0.00	7,650.30	0.00		DD
655463	IN	1	232.0	02/28/2026		04/08/2026	1	843.98	0.00	843.98	0.00		DD
656180	IN	1	232.0	02/28/2026		04/08/2026	1	19,200.31	0.00	19,200.31	0.00		DD
						Total For Vendor 1403:		27,694.59	0.00	27,694.59	0.00		
						Invoice Count:		3					
Vendor: 1525 OKTIBBEHA CO. CO-OP						Balance:	1,948.04						
1191838	IN	1	232.0	02/27/2026		04/08/2026	1	145.00	0.00	145.00	0.00		DD
1193450	IN	1	232.0	03/04/2026		04/08/2026	1	280.80	0.00	280.80	0.00		DD
1193467	IN	1	232.0	03/04/2026		04/08/2026	1	134.66	0.00	134.66	0.00		DD
						Total For Vendor 1525:		560.46	0.00	560.46	0.00		
						Invoice Count:		3					
Vendor: 1816 REGULATORY COMPLIANCE SERVIC						Balance:	395.00						
J188-01/05/2026	IN	1	232.0	01/05/2026		01/21/2026	1	395.00	0.00	0.00	395.00	HOLD	CHK
						Total For Vendor 1816:		395.00	0.00	0.00	395.00		
						Invoice Count:		1					
Vendor: 1887 S & S LINE SERVICE INC						Balance:	41,599.68						
3119	IN	1	232.0	03/13/2026		04/08/2026	1	1,754.96	0.00	1,754.96	0.00		DD
3120	IN	1	232.0	03/13/2026		04/08/2026	1	6,034.26	0.00	6,034.26	0.00		DD
3121	IN	1	232.0	03/13/2026		04/08/2026	1	6,212.86	0.00	6,212.86	0.00		DD
3122	IN	1	232.0	03/20/2026		04/08/2026	1	1,643.60	0.00	1,643.60	0.00		DD
3123	IN	1	232.0	03/20/2026		04/08/2026	1	6,077.60	0.00	6,077.60	0.00		DD
3124	IN	1	232.0	03/20/2026		04/08/2026	1	6,077.60	0.00	6,077.60	0.00		DD
3125	IN	1	232.0	03/27/2026		04/08/2026	1	1,643.60	0.00	1,643.60	0.00		DD
3126	IN	1	232.0	03/27/2026		04/08/2026	1	6,077.60	0.00	6,077.60	0.00		DD
3127	IN	1	232.0	03/27/2026		04/08/2026	1	6,077.60	0.00	6,077.60	0.00		DD
						Total For Vendor 1887:		41,599.68	0.00	41,599.68	0.00		
						Invoice Count:		9					

ACCOUNTS PAYABLE
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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 1913 SECURITY SOLUTIONS						Balance:	900.00					
92921	IN	1	232.0	03/01/2026		04/08/2026	1	360.00	0.00	360.00	0.00	DD
						Total For Vendor 1913:		360.00	0.00	360.00	0.00	
						Invoice Count:		1				
Vendor: 1902 SOLIS						Balance:	586.48					
32231	IN	1	232.0	03/01/2026		04/08/2026	1	586.48	0.00	586.48	0.00	DD
						Total For Vendor 1902:		586.48	0.00	586.48	0.00	
						Invoice Count:		1				
Vendor: 1951 SOURCE ONE VIDEO						Balance:	1,900.00					
268142	IN	1	232.0	03/23/2026		04/08/2026	1	1,900.00	0.00	1,900.00	0.00	DD
						Total For Vendor 1951:		1,900.00	0.00	1,900.00	0.00	
						Invoice Count:		1				
Vendor: 1823 SUNSTAR INSURANCE SERVICES						Balance:	350.00					
1493503	IN	1	232.0	03/13/2026		04/08/2026	1	175.00	0.00	175.00	0.00	CHK
1493506	IN	1	232.0	03/13/2026		04/08/2026	1	175.00	0.00	175.00	0.00	CHK
						Total For Vendor 1823:		350.00	0.00	350.00	0.00	
						Invoice Count:		2				
Vendor: 2026 TRANSARMOUR INC.						Balance:	22,680.00					
97532700	IN	1	232.0	03/10/2026		04/08/2026	1	22,680.00	0.00	22,680.00	0.00	DD
						Total For Vendor 2026:		22,680.00	0.00	22,680.00	0.00	
						Invoice Count:		1				
Vendor: 2040 TVPPA EDUCATION & TRAIN.						Balance:	500.00					
INV0173263	IN	1	232.0	02/04/2026		04/08/2026	1	500.00	0.00	500.00	0.00	DD
						Total For Vendor 2040:		500.00	0.00	500.00	0.00	
						Invoice Count:		1				

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ACCOUNTS PAYABLE
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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed		Pmt Type
Vendor: 2104 UPS						Balance: 773.14							
000012031F126	IN	1	232.0	03/21/2026		04/08/2026	1	563.99	0.00	563.99	0.00		CHK
						Total For Vendor 2104:		563.99	0.00	563.99	0.00		
						Invoice Count:		1					
Vendor: 2210 VERIZON WIRELESS						Balance: 507.48							
6137401117	IN	1	232.0	03/01/2026		04/08/2026	1	507.48	0.00	507.48	0.00		CHK
						Total For Vendor 2210:		507.48	0.00	507.48	0.00		
						Invoice Count:		1					
Vendor: 2333 WILSON'S TREE SERVICE LLC.						Balance: 700.00							
125	IN	1	232.0	03/02/2026		04/08/2026	1	300.00	0.00	300.00	0.00		DD
135	IN	1	232.0	03/17/2026		04/08/2026	1	400.00	0.00	400.00	0.00		DD
						Total For Vendor 2333:		700.00	0.00	700.00	0.00		
						Invoice Count:		2					
Vendor: 2120 YOUNG WELDING SUPPLY, INC.						Balance: 1,211.04							
0004004781	IN	1	232.0	02/28/2026		04/08/2026	1	1,080.00	0.00	1,080.00	0.00		DD
0030070187	IN	1	232.0	02/28/2026		04/08/2026	1	131.04	0.00	131.04	0.00		DD
						Total For Vendor 2120:		1,211.04	0.00	1,211.04	0.00		
						Invoice Count:		2					
Vendor: 2426 ZERION SOFTWARE						Balance: 3,375.00							
2026-115240	IN	1	232.0	02/27/2026		03/18/2026	1	3,375.00	0.00	0.00	3,375.00	HOLD	DD
						Total For Vendor 2426:		3,375.00	0.00	0.00	3,375.00		
						Invoice Count:		1					

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ACCOUNTS PAYABLE
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Vendor Detail

Gross:	189,154.35
Discount:	0.00
Current:	188,309.35
Future:	845.00
Disputed:	3,770.00
Discount Taken:	0.00
Discount Lost:	0.00

Pay Thru Date:	04/08/2026	**Update:**	No
Check Date:	04/08/2026	**Selection:**	Selected AP GL Accounts
Direct Deposit/E-Payment Date:	04/08/2026	**Vendor Group:**	All
Discount Cutoff Date:	04/08/2026	**Invoice Type:**	All
		Print Duplicates:	Yes
		Process $0.00 Stubs:	Yes

Total Cash Disbursements

Bank	GL Division	GL Account	Amount
6 - RENASANT BANK-ELEC GE	1 - Starkville Electric Dept.	131.8 - CASH IN BANK - ELECTR	188,309.35

Total Check Amount:	14,215.99	**Total Checks:**	10	**Total Invoices:**	112
Total Direct Deposit Amount:	174,093.36	**Total Direct Deposits:**	31	**Total Misc Credits:**	1
Total E-Payment Amount:	0.00	**Total E-Payments:**	0	**Total Vendors:**	44
Total Cash Disbursements:	188,309.35				

04/01/2026 12:24:09 pm

ACCOUNTS PAYABLE
AGING INVOICE

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
95	2 LADIES PROMO	03/11/26	04/08/26	2258	UNIFORMS	1,586.45			
					Total for Vendor - 95:	1,586.45	0.00	0.00	0.00
116	AMAZON CAPITAL SERVICES	03/09/26	04/08/26	1GXJ-KNCY-P7T1	TOOLS	62.77			
116	AMAZON CAPITAL SERVICES	03/10/26	04/08/26	1DDR-RTJC-C3VN	SUPPLIES	12.23			
116	AMAZON CAPITAL SERVICES	03/13/26	04/08/26	1RKC-MMTF-VVJR	SUPPLIES	299.80			
116	AMAZON CAPITAL SERVICES	03/16/26	04/08/26	17NC-9D4K-Q7CT	SUPPLIES	12.23			
					Total for Vendor - 116:	387.03	0.00	0.00	0.00
144	ANIXTER, INC.	02/19/26	04/08/26	6472110-00	MATERIALS	155,420.00			
144	ANIXTER, INC.	03/11/26	04/08/26	6631430-00	MATERIALS	2,082.50			
					Total for Vendor - 144:	157,502.50	0.00	0.00	0.00
20076	APAC MISSISSIPPI, INC.	03/05/26	04/08/26	4000237131	ASPHALT	645.28			
20076	APAC MISSISSIPPI, INC.	03/10/26	04/08/26	4000237520	ASPHALT	654.00			
20076	APAC MISSISSIPPI, INC.	03/19/26	04/08/26	4000238505	ASPHALT	625.80			
20076	APAC MISSISSIPPI, INC.	03/20/26	04/08/26	4000238644	ASPHALT	628.95			
20076	APAC MISSISSIPPI, INC.	03/24/26	04/08/26	4000238950	ASPHALT	628.95			
					Total for Vendor - 20076:	3,182.98	0.00	0.00	0.00
124	ATMOS ENERGY	03/11/26	04/08/26	3020752702-03/11/26	UTILITY BILL	355.95			
124	ATMOS ENERGY	03/11/26	04/08/26	3020752962-03/11/26	UTILITY BILL	80.25			
					Total for Vendor - 124:	436.20	0.00	0.00	0.00
196	AUTOZONE	03/05/26	04/08/26	00426563021	MAINTENANCE	41.88			
196	AUTOZONE	03/06/26	04/08/26	00426564412	MAINTENANCE	11.00			
196	AUTOZONE	03/11/26	04/08/26	00426569457	MAINTENANCE	60.13			
					Total for Vendor - 196:	113.01	0.00	0.00	0.00
202	BELL BUILDING SUPPLY	03/19/26	04/08/26	450092	TOOLS	95.93			
202	BELL BUILDING SUPPLY	03/24/26	04/08/26	450373	MATERIALS	39.98			
202	BELL BUILDING SUPPLY	03/27/26	04/08/26	450597	TOOLS	97.82			
					Total for Vendor - 202:	233.73	0.00	0.00	0.00
208	BERRY ELECTRIC, LLC	02/12/26	04/08/26	005116	PROFESSIONAL SERVICES	8,200.00			
208	BERRY ELECTRIC, LLC	02/27/26	04/08/26	005100	PROFESSIONAL SERVICES	587.50			
208	BERRY ELECTRIC, LLC	03/06/26	04/08/26	005107	PROFESSIONAL SERVICES	290.00			
208	BERRY ELECTRIC, LLC	03/12/26	04/08/26	005111	PROFESSIONAL SERVIICES	4,300.00			
208	BERRY ELECTRIC, LLC	03/25/26	04/08/26	005115	MAINTENANCE	2,825.50			

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
					Total for Vendor - 208:	16,203.00	0.00	0.00	0.00
20204	BILL YOUNG	03/27/26	04/08/26	INV0141	MATERIALS	11,880.00			
					Total for Vendor - 20204:	11,880.00	0.00	0.00	0.00
20186	BRENNTAG MID-SOUTH	03/09/26	04/08/26	BMS132483	MATERIALS	2,475.00			
					Total for Vendor - 20186:	2,475.00	0.00	0.00	0.00
198	BRISLIN, INC.	03/11/26	04/08/26	252119	MAINTENANCE	4,299.00			
					Total for Vendor - 198:	4,299.00	0.00	0.00	0.00
20220	CENTRAL PIPE SUPPLY	03/05/26	04/08/26	S100440189.002	MATERIALS	2,474.40			
20220	CENTRAL PIPE SUPPLY	03/10/26	04/08/26	S100440441.003	MATERIALS	33,831.00			
20220	CENTRAL PIPE SUPPLY	03/23/26	04/08/26	S100442501.002	MATERIALS	2,870.52			
20220	CENTRAL PIPE SUPPLY	03/23/26	04/08/26	S100444742.001	MATERIALS	254.24			
20220	CENTRAL PIPE SUPPLY	03/23/26	04/08/26	S100445802.001	MATERIALS	2,908.75			
20220	CENTRAL PIPE SUPPLY	03/23/26	04/08/26	S100446109.001	MATERIALS	4,660.02			
					Total for Vendor - 20220:	46,998.93	0.00	0.00	0.00
285	CHAMBERS SERVICES	03/20/26	04/08/26	1758	CONTRACT SERVICES	16,954.00			
					Total for Vendor - 285:	16,954.00	0.00	0.00	0.00
20362	CONSOLIDATED PIPE & SUPPL	03/05/26	04/08/26	MS03115199	MATERIALS	4,548.00			
20362	CONSOLIDATED PIPE & SUPPL	03/11/26	04/08/26	MS03115282	MATERIALS	1,950.00			
20362	CONSOLIDATED PIPE & SUPPL	03/11/26	04/08/26	MS03115283	MATERIALS	590.00			
20362	CONSOLIDATED PIPE & SUPPL	03/11/26	04/08/26	MS03115284	MATERIALS	2,950.00			
20362	CONSOLIDATED PIPE & SUPPL	03/11/26	04/08/26	MS03115285	MATERIALS	1,260.00			
20362	CONSOLIDATED PIPE & SUPPL	03/17/26	04/08/26	MS03115373	MATERIALS	492.00			
20362	CONSOLIDATED PIPE & SUPPL	03/17/26	04/08/26	MS03115374	MATERIALS	900.00			
20362	CONSOLIDATED PIPE & SUPPL	03/17/26	04/08/26	MS03115375	MATERIALS	1,350.00			
20362	CONSOLIDATED PIPE & SUPPL	03/19/26	04/08/26	MS03115425	MATERIALS	1,896.00			
20362	CONSOLIDATED PIPE & SUPPL	03/19/26	04/08/26	MS03115426	MATERIALS	1,500.00			
20362	CONSOLIDATED PIPE & SUPPL	03/19/26	04/08/26	MS03115427	MATERIALS	1,680.00			
20362	CONSOLIDATED PIPE & SUPPL	03/24/26	04/08/26	MS03115529	MATERIALS	2,700.00			
20362	CONSOLIDATED PIPE & SUPPL	03/24/26	04/08/26	MS03115530	MATERIALS	855.00			
20362	CONSOLIDATED PIPE & SUPPL	03/25/26	04/08/26	MS03115560	MATERIALS	17,700.00			
20362	CONSOLIDATED PIPE & SUPPL	03/25/26	04/08/26	MS03115561	MATERIALS	2,131.50			
					Total for Vendor - 20362:	42,502.50	0.00	0.00	0.00

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
486	DOSS ELECTRIC, INC.	04/01/26	04/08/26	04012026	GENERATOR	4,925.00			
					Total for Vendor - 486:	4,925.00	0.00	0.00	0.00
496	EAST MISS LUMBER	03/06/26	04/08/26	52427	MAINTENANCE	85.47			
					Total for Vendor - 496:	85.47	0.00	0.00	0.00
504	ELEC MOTOR SALES/SERVICE	03/25/26	04/08/26	139217	MATERIALS	1,535.96			
					Total for Vendor - 504:	1,535.96	0.00	0.00	0.00
726	GRAYBAR FINANCIAL SERVICE	04/08/26	04/08/26	19934636	DEVISE INSURANCE	267.45			
					Total for Vendor - 726:	267.45	0.00	0.00	0.00
20702	HACH	03/10/26	04/08/26	14907718	MATERIALS	286.17			
20702	HACH	03/23/26	04/08/26	14927152	LAB SUPPLLIES	576.00			
					Total for Vendor - 20702:	862.17	0.00	0.00	0.00
20700	HEMPHILL CONSTRUCTION CO.	03/03/26	04/08/26	H24181-10	WWTP AERATION IMPROVEM	302,690.06			
					Total for Vendor - 20700:	302,690.06	0.00	0.00	0.00
807	HILL MFG. CO, INC.	03/17/26	04/08/26	217814	MATERIALS	4,935.37			
					Total for Vendor - 807:	4,935.37	0.00	0.00	0.00
20765	HYDRA SERVICE, INC.	11/13/25		CM193050	PUMP RENTAL	-5,358.00			
20765	HYDRA SERVICE, INC.	03/13/26	04/08/26	196533	PUMP FITTINGS	316.00			
20765	HYDRA SERVICE, INC.	03/13/26	04/08/26	196534	PUMP FITTINGS	437.00			
20765	HYDRA SERVICE, INC.	03/13/26	04/08/26	196536	PUMP FITTINGS	1,166.00			
20765	HYDRA SERVICE, INC.	03/13/26	04/08/26	196537	PUMP FITTINGS	506.00			
20765	HYDRA SERVICE, INC.	03/13/26	04/08/26	196626	PUMP FITTINGS	268.00			
20765	HYDRA SERVICE, INC.	03/23/26	04/08/26	196888	PUMP RENTAL	5,358.00			
					Total for Vendor - 20765:	2,693.00	0.00	0.00	0.00
20907	INDUSTRIAL CHEMICALS INC	03/06/26	04/08/26	580078	MATERIALS	4,448.16			
					Total for Vendor - 20907:	4,448.16	0.00	0.00	0.00
400	IVY AUTO PARTS	03/09/26	04/08/26	776005	MAINTENANCE	33.90			
400	IVY AUTO PARTS	03/10/26	04/08/26	776133	MAINTENANCE	199.98			
					Total for Vendor - 400:	233.88	0.00	0.00	0.00
1010	JT RAY COMPANY	03/13/26	04/08/26	71702	COPIER SERVICE	76.95			
					Total for Vendor - 1010:	76.95	0.00	0.00	0.00
1035	KANSAS CITY SOUTHERN	03/17/26	04/08/26	8000-0000000669	POTABLE WATER	739.26			

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
					Total for Vendor - 1035:	739.26	0.00	0.00	0.00
21105	LAWSON PRODUCTS, INC	02/23/26	04/08/26	9313243545	MATERIALS	292.84			
					Total for Vendor - 21105:	292.84	0.00	0.00	0.00
21168	LEE'S PRECAST CONCRETE	03/10/26	04/08/26	197697	MATERIALS	2,290.00			
					Total for Vendor - 21168:	2,290.00	0.00	0.00	0.00
1205	LOWE'S	03/05/26	04/08/26	975864-QJLIMG	MATERIALS	63.10			
1205	LOWE'S	03/05/26	04/08/26	977658-QJIOJ	MATERIALS	13.26			
1205	LOWE'S	03/10/26	04/08/26	990277-QJZZDO	MATERIALS	130.72			
1205	LOWE'S	03/16/26	04/08/26	977404-QKSMNL	TOOLS	75.96			
1205	LOWE'S	03/17/26	04/08/26	979243-QKWPWB	TOOLS	848.02			
1205	LOWE'S	03/18/26	04/08/26	981634-QLAZAP	MATERIALS	252.31			
1205	LOWE'S	03/18/26	04/08/26	982060-QLAZBI	SUPPLIES	92.05			
1205	LOWE'S	03/18/26	04/08/26	982877-QLAZBV	MATERIALS	63.10			
1205	LOWE'S	03/24/26	04/08/26	971114-QLUJLV	TOOLS	36.08			
1205	LOWE'S	03/24/26	04/08/26	971596-QLUJMI	SUPPLIES	484.33			
					Total for Vendor - 1205:	2,058.93	0.00	0.00	0.00
1293	MATHISTON MOBILE TRUCK R	03/25/26	04/08/26	2129	MATERIALS	1,613.93			
					Total for Vendor - 1293:	1,613.93	0.00	0.00	0.00
1287	MAXXSOUTH BROADBAND	02/28/26	04/08/26	24911769	ACCT# 8282 41 101 0801802	105.00			
1287	MAXXSOUTH BROADBAND	03/10/26	04/08/26	25031640	ACCT# 8282 41 102 0140696	118.39			
1287	MAXXSOUTH BROADBAND	03/21/26	04/08/26	25043923	ACCT# 8282 41 101 0801802	115.63			
					Total for Vendor - 1287:	339.02	0.00	0.00	0.00
21312	MDEQ	03/31/26	04/08/26	MDEQ PERMIT 2026	MDEQ Permit 2026	10.00			
					Total for Vendor - 21312:	10.00	0.00	0.00	0.00
1322	MMC MATERIALS, INC.	03/17/26	04/08/26	1004794	CONCRETE	375.00			
1322	MMC MATERIALS, INC.	03/18/26	04/08/26	1005071	CONCRETE	506.00			
1322	MMC MATERIALS, INC.	03/18/26	04/08/26	1005076	CONCRETE	367.50			
1322	MMC MATERIALS, INC.	03/24/26	04/08/26	1006474	CONCRETE	371.50			
1322	MMC MATERIALS, INC.	03/26/26	04/08/26	1007019	CONCRETE	367.50			
					Total for Vendor - 1322:	1,987.50	0.00	0.00	0.00
21320	MSRWA - MS RURAL WATER A	03/16/26	04/08/26	05/26/2026 REGISTR	ANNUAL MANAGEMENT & T	300.00			

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
					Total for Vendor - 21320:	300.00	0.00	0.00	0.00
1400	NESCO	02/27/26	04/08/26	S2787569.001	MATERIALS	2,094.40			
1400	NESCO	03/06/26	04/08/26	S2789255.001	MATERIALS	290.32			
1400	NESCO	03/13/26	04/08/26	S2790110.001	MATERIALS	2,312.57			
1400	NESCO	03/20/26	04/08/26	S2792087.001	MATERIALS	2,094.40			
					Total for Vendor - 1400:	6,791.69	0.00	0.00	0.00
21329	NORTH CENTRAL LABORATOR	03/04/26	04/08/26	532678	TESTING SUPPLIES	883.27			
					Total for Vendor - 21329:	883.27	0.00	0.00	0.00
21531	O'REILLY AUTO PARTS	03/23/26	04/08/26	0997-468884	MAINTENANCE	25.28			
21531	O'REILLY AUTO PARTS	03/24/26	04/08/26	0997-469066	MAINTENANCE	12.52			
					Total for Vendor - 21531:	37.80	0.00	0.00	0.00
1525	OKTIBBEHA CO. CO-OP	02/23/26	04/08/26	1190707	UNIFORMS	114.27			
1525	OKTIBBEHA CO. CO-OP	02/24/26	04/08/26	1191107	UNIFORMS	145.00			
1525	OKTIBBEHA CO. CO-OP	03/05/26	04/08/26	1193761	UNIFORMS	41.60			
1525	OKTIBBEHA CO. CO-OP	03/05/26	04/08/26	1193763	UNIFORMS	418.96			
1525	OKTIBBEHA CO. CO-OP	03/10/26	04/08/26	1194221	SUPPLIES	53.70			
1525	OKTIBBEHA CO. CO-OP	03/10/26	04/08/26	1195725	SUPPLIES	372.15			
1525	OKTIBBEHA CO. CO-OP	03/13/26	04/08/26	1196752	MATERIALS	10.50			
1525	OKTIBBEHA CO. CO-OP	03/16/26	04/08/26	1197679	MATERIALS	39.00			
1525	OKTIBBEHA CO. CO-OP	03/25/26	04/08/26	1201172	UNIFORMS	125.44			
1525	OKTIBBEHA CO. CO-OP	03/26/26	04/08/26	1201509	MAINTENANCE	49.97			
1525	OKTIBBEHA CO. CO-OP	03/26/26	04/08/26	1201564	MAINTENANCE	16.99			
					Total for Vendor - 1525:	1,387.58	0.00	0.00	0.00
21547	PAUL'S WELDING	03/13/26	04/08/26	1804	MAINTENANCE	190.00			
					Total for Vendor - 21547:	190.00	0.00	0.00	0.00
1623	POWERSTROKE EQUIPMENT IN	03/10/26	04/08/26	7953	MAINTENANCE	261.96			
					Total for Vendor - 1623:	261.96	0.00	0.00	0.00
1800	RACKLEY OIL, INC.	03/13/26	04/08/26	664025	FUEL	751.00			
1800	RACKLEY OIL, INC.	03/16/26	04/08/26	664061	FUEL	785.38			
					Total for Vendor - 1800:	1,536.38	0.00	0.00	0.00
21860	RJ YOUNG COMPANY	03/12/26	04/08/26	INV7959567	COPIER SERVICE	33.00			

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
					Total for Vendor - 21860:	33.00	0.00	0.00	0.00
20698	ROBERT K. FORTENBERRY	03/30/26	04/08/26	03042026-03062026	WASTE WATER CEU HOURS	271.16			
					Total for Vendor - 20698:	271.16	0.00	0.00	0.00
1917	RONNIE JONES CONST, INC.	03/10/26	04/08/26	20262837	CRUSHER RUN	2,988.09			
					Total for Vendor - 1917:	2,988.09	0.00	0.00	0.00
9900808	RYLI CRUZ	03/05/26	04/08/26	03022026	TRAINING	84.36			
					Total for Vendor - 9900808:	84.36	0.00	0.00	0.00
21892	S&N AIROFLO INC	04/29/25		19376	CREDIT FOR DOWN DAYS	-2,738.28			
21892	S&N AIROFLO INC	02/03/25	02/19/25	19297	AERATOR RENTAL				6,000.00
21892	S&N AIROFLO INC	04/29/25	05/21/25	19377	AERATOR RENTAL				12,000.00
					Total for Vendor - 21892:	-2,738.28	0.00	0.00	18,000.00
1913	SECURITY SOLUTIONS	03/01/26	04/08/26	62920	SECURITY MONITORING	540.00			
					Total for Vendor - 1913:	540.00	0.00	0.00	0.00
1937	SOUTHERN PIPE & SUPPLY	03/16/26	04/08/26	10895468-00	MATERIALS	6,912.96			
					Total for Vendor - 1937:	6,912.96	0.00	0.00	0.00
1932	STARKVILLE DAILY NEWS	03/26/26	04/08/26	300258931	WELL # 9	222.26			
					Total for Vendor - 1932:	222.26	0.00	0.00	0.00
1945	SULLIVAN'S	03/18/26	04/08/26	100043	SUPPLIES	7.99			
					Total for Vendor - 1945:	7.99	0.00	0.00	0.00
2024	THOMPSON MACHINERY	03/18/26	04/08/26	WO330026884	MAINTENANCE	3,469.88			
					Total for Vendor - 2024:	3,469.88	0.00	0.00	0.00
2098	ULINE	03/11/26	04/08/26	205280272	SAFETY SUPPLIES	465.83			
2098	ULINE	03/24/26	04/08/26	205825939	MATERIALS	532.07			
					Total for Vendor - 2098:	997.90	0.00	0.00	0.00
2104	UPS	03/07/26	04/08/26	000012031F106	POSTAGE	77.75			
2104	UPS	03/14/26	04/08/26	000012031F116	POSTAGE	131.40			
					Total for Vendor - 2104:	209.15	0.00	0.00	0.00
2112	US BANK	03/26/26	04/08/26	3194186	WATER & SEWER REVENUE B	548,100.00			
					Total for Vendor - 2112:	548,100.00	0.00	0.00	0.00
22111	USA BLUEBOOK	03/16/26	04/08/26	INV00987102	MATERIALS	2,570.00			

Beginning Date: 04/08/2026

Vendor	Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
22111	USA BLUEBOOK	03/24/26	04/08/26	INV00998983	PUMP	4,803.08			
					Total for Vendor - 22111:	7,373.08	0.00	0.00	0.00
22202	WAYPOINT ANALYTICAL	03/10/26	04/08/26	04-1097382	TESTING	360.00			
22202	WAYPOINT ANALYTICAL	03/18/26	04/08/26	04-1097547	TESTING	394.00			
22202	WAYPOINT ANALYTICAL	03/24/26	04/08/26	04-1097716	TESTING	360.00			
					Total for Vendor - 22202:	1,114.00	0.00	0.00	0.00
1825	WELDING WORKS LLC	03/23/26	04/08/26	2921	MAINTENANCE	139.00			
					Total for Vendor - 1825:	139.00	0.00	0.00	0.00
21037	ZIMA CORPORATION (KUSTERS	11/14/25	04/08/26	92175	SCREEN EQUIPMENT	75,341.00			
					Total for Vendor - 21037:	75,341.00	0.00	0.00	0.00
					Grand Total:	$ 1,293,293.51	$ 0.00	$ 0.00	$ 18,000.00

ACCOUNTS PAYABLE
AGING INVOICE

Beginning Date: 04/08/2026

PARAMETERS ENTERED:

Beginning Date:	04/08/2026
Aging Intervals (Days):	30/60/90
Vendor:	All
GL Division:	All
GL Account:	All
GL Department:	All
GL Activity:	All
Format:	Summary
Subtotal By Vendor:	Yes
Sort By:	Name
AP GL Account:	2 231.1
Group By	AP GL Account

04/01/2026 12:23:20 pm

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 95 2 LADIES PROMO						Balance:	2,141.65					
2258	IN	2	231.1	03/11/2026		04/08/2026	2	1,586.45	0.00	1,586.45	0.00	DD
						Total For Vendor 95:		1,586.45	0.00	1,586.45	0.00	
						Invoice Count:		1				
Vendor: 116 AMAZON CAPITAL SERVICES						Balance:	2,648.20					
1GXJ-KNCY-P7T1	IN	2	231.1	03/09/2026		04/08/2026	2	62.77	0.00	62.77	0.00	DD
1DDR-RTJC-C3VN	IN	2	231.1	03/10/2026		04/08/2026	2	12.23	0.00	12.23	0.00	DD
1RKC-MMTF-VVJR	IN	2	231.1	03/13/2026		04/08/2026	2	299.80	0.00	299.80	0.00	DD
17NC-9D4K-Q7CT	IN	2	231.1	03/16/2026		04/08/2026	2	12.23	0.00	12.23	0.00	DD
						Total For Vendor 116:		387.03	0.00	387.03	0.00	
						Invoice Count:		4				
Vendor: 144 ANIXTER, INC.						Balance:	157,502.50					
6472110-00	IN	2	231.1	02/19/2026		04/08/2026	2	155,420.00	0.00	155,420.00	0.00	DD
6631430-00	IN	2	231.1	03/11/2026		04/08/2026	2	2,082.50	0.00	2,082.50	0.00	DD
						Total For Vendor 144:		157,502.50	0.00	157,502.50	0.00	
						Invoice Count:		2				
Vendor: 20076 APAC MISSISSIPPI, INC.						Balance:	3,182.98					
4000237131	IN	2	231.1	03/05/2026		04/08/2026	2	645.28	0.00	645.28	0.00	DD
4000237520	IN	2	231.1	03/10/2026		04/08/2026	2	654.00	0.00	654.00	0.00	DD
4000238505	IN	2	231.1	03/19/2026		04/08/2026	2	625.80	0.00	625.80	0.00	DD
4000238644	IN	2	231.1	03/20/2026		04/08/2026	2	628.95	0.00	628.95	0.00	DD
4000238950	IN	2	231.1	03/24/2026		04/08/2026	2	628.95	0.00	628.95	0.00	DD
						Total For Vendor 20076:		3,182.98	0.00	3,182.98	0.00	
						Invoice Count:		5				
Vendor: 124 ATMOS ENERGY						Balance:	436.20					
3020752702-03/11/26	IN	2	231.1	03/11/2026		04/08/2026	2	355.95	0.00	355.95	0.00	DD
3020752962-03/11/26	IN	2	231.1	03/11/2026		04/08/2026	2	80.25	0.00	80.25	0.00	DD
						Total For Vendor 124:		436.20	0.00	436.20	0.00	
						Invoice Count:		2				

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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 196 AUTOZONE						Balance:	779.29					
00426563021	IN	2	231.1	03/05/2026		04/08/2026	2	41.88	0.00	41.88	0.00	DD
00426564412	IN	2	231.1	03/06/2026		04/08/2026	2	11.00	0.00	11.00	0.00	DD
00426569457	IN	2	231.1	03/11/2026		04/08/2026	1	60.13	0.00	60.13	0.00	DD
						Total For Vendor 196:		113.01	0.00	113.01	0.00	
						Invoice Count:		3				
Vendor: 202 BELL BUILDING SUPPLY						Balance:	233.73					
450092	IN	2	231.1	03/19/2026		04/08/2026	2	95.93	0.00	95.93	0.00	DD
450373	IN	2	231.1	03/24/2026		04/08/2026	2	39.98	0.00	39.98	0.00	DD
450597	IN	2	231.1	03/27/2026		04/08/2026	2	97.82	0.00	97.82	0.00	DD
						Total For Vendor 202:		233.73	0.00	233.73	0.00	
						Invoice Count:		3				
Vendor: 208 BERRY ELECTRIC, LLC						Balance:	16,203.00					
005116	IN	2	231.1	02/12/2026		04/08/2026	2	8,200.00	0.00	8,200.00	0.00	DD
005100	IN	2	231.1	02/27/2026		04/08/2026	2	587.50	0.00	587.50	0.00	DD
005107	IN	2	231.1	03/06/2026		04/08/2026	2	290.00	0.00	290.00	0.00	DD
005111	IN	2	231.1	03/12/2026		04/08/2026	2	4,300.00	0.00	4,300.00	0.00	DD
005115	IN	2	231.1	03/25/2026		04/08/2026	2	2,825.50	0.00	2,825.50	0.00	DD
						Total For Vendor 208:		16,203.00	0.00	16,203.00	0.00	
						Invoice Count:		5				
Vendor: 20204 BILL YOUNG						Balance:	11,880.00					
INV0141	IN	2	231.1	03/27/2026		04/08/2026	2	11,880.00	0.00	11,880.00	0.00	DD
						Total For Vendor 20204:		11,880.00	0.00	11,880.00	0.00	
						Invoice Count:		1				
Vendor: 20186 BRENNTAG MID-SOUTH						Balance:	2,475.00					
BMS132483	IN	2	231.1	03/09/2026		04/08/2026	2	2,475.00	0.00	2,475.00	0.00	DD
						Total For Vendor 20186:		2,475.00	0.00	2,475.00	0.00	
						Invoice Count:		1				

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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 198 BRISLIN, INC.						Balance:	5,749.00					
252119	IN	2	231.1	03/11/2026		04/08/2026	2	4,299.00	0.00	4,299.00	0.00	DD
						Total For Vendor 198:		4,299.00	0.00	4,299.00	0.00	
						Invoice Count:		1				
Vendor: 20220 CENTRAL PIPE SUPPLY						Balance:	46,998.93					
S100440189.002	IN	2	231.1	03/05/2026		04/08/2026	2	2,474.40	0.00	2,474.40	0.00	DD
S100440441.003	IN	2	231.1	03/10/2026		04/08/2026	2	33,831.00	0.00	33,831.00	0.00	DD
S100442501.002	IN	2	231.1	03/23/2026		04/08/2026	2	2,870.52	0.00	2,870.52	0.00	DD
S100444742.001	IN	2	231.1	03/23/2026		04/08/2026	2	254.24	0.00	254.24	0.00	DD
S100445802.001	IN	2	231.1	03/23/2026		04/08/2026	2	2,908.75	0.00	2,908.75	0.00	DD
S100446109.001	IN	2	231.1	03/23/2026		04/08/2026	2	4,660.02	0.00	4,660.02	0.00	DD
						Total For Vendor 20220:		46,998.93	0.00	46,998.93	0.00	
						Invoice Count:		6				
Vendor: 285 CHAMBERS SERVICES						Balance:	16,954.00					
1758	IN	2	231.1	03/20/2026		04/08/2026	2	16,954.00	0.00	16,954.00	0.00	DD
						Total For Vendor 285:		16,954.00	0.00	16,954.00	0.00	
						Invoice Count:		1				

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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 20362 CONSOLIDATED PIPE & SUPPLY						Balance:	42,502.50					
MS03115199	IN	2	231.1	03/05/2026		04/08/2026	2	4,548.00	0.00	4,548.00	0.00	DD
MS03115282	IN	2	231.1	03/11/2026		04/08/2026	2	1,950.00	0.00	1,950.00	0.00	DD
MS03115283	IN	2	231.1	03/11/2026		04/08/2026	2	590.00	0.00	590.00	0.00	DD
MS03115284	IN	2	231.1	03/11/2026		04/08/2026	2	2,950.00	0.00	2,950.00	0.00	DD
MS03115285	IN	2	231.1	03/11/2026		04/08/2026	2	1,260.00	0.00	1,260.00	0.00	DD
MS03115373	IN	2	231.1	03/17/2026		04/08/2026	2	492.00	0.00	492.00	0.00	DD
MS03115374	IN	2	231.1	03/17/2026		04/08/2026	2	900.00	0.00	900.00	0.00	DD
MS03115375	IN	2	231.1	03/17/2026		04/08/2026	2	1,350.00	0.00	1,350.00	0.00	DD
MS03115425	IN	2	231.1	03/19/2026		04/08/2026	2	1,896.00	0.00	1,896.00	0.00	DD
MS03115426	IN	2	231.1	03/19/2026		04/08/2026	2	1,500.00	0.00	1,500.00	0.00	DD
MS03115427	IN	2	231.1	03/19/2026		04/08/2026	2	1,680.00	0.00	1,680.00	0.00	DD
MS03115529	IN	2	231.1	03/24/2026		04/08/2026	2	2,700.00	0.00	2,700.00	0.00	DD
MS03115530	IN	2	231.1	03/24/2026		04/08/2026	2	855.00	0.00	855.00	0.00	DD
MS03115560	IN	2	231.1	03/25/2026		04/08/2026	2	17,700.00	0.00	17,700.00	0.00	DD
MS03115561	IN	2	231.1	03/25/2026		04/08/2026	2	2,131.50	0.00	2,131.50	0.00	DD
						Total For Vendor 20362:		42,502.50	0.00	42,502.50	0.00	
						Invoice Count:		15				
Vendor: 486 DOSS ELECTRIC, INC.						Balance:	4,925.00					
04012026	IN	2	231.1	04/01/2026		04/08/2026	2	4,925.00	0.00	4,925.00	0.00	CHK
						Total For Vendor 486:		4,925.00	0.00	4,925.00	0.00	
						Invoice Count:		1				
Vendor: 496 EAST MISS LUMBER						Balance:	410.16					
52427	IN	2	231.1	03/06/2026		04/08/2026	2	85.47	0.00	85.47	0.00	CHK
						Total For Vendor 496:		85.47	0.00	85.47	0.00	
						Invoice Count:		1				
Vendor: 504 ELEC MOTOR SALES/SERVICE						Balance:	4,084.81					
139217	IN	2	231.1	03/25/2026		04/08/2026	2	1,535.96	0.00	1,535.96	0.00	CHK
						Total For Vendor 504:		1,535.96	0.00	1,535.96	0.00	
						Invoice Count:		1				

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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 726 GRAYBAR FINANCIAL SERVICES						Balance: 267.45						
19934636	IN	2	231.1	04/08/2026		04/08/2026	2	267.45	0.00	267.45	0.00	CHK
						Total For Vendor 726:		267.45	0.00	267.45	0.00	
						Invoice Count:		1				
Vendor: 20702 HACH						Balance: 862.17						
14907718	IN	2	231.1	03/10/2026		04/08/2026	2	286.17	0.00	286.17	0.00	DD
14927152	IN	2	231.1	03/23/2026		04/08/2026	2	576.00	0.00	576.00	0.00	DD
						Total For Vendor 20702:		862.17	0.00	862.17	0.00	
						Invoice Count:		2				
Vendor: 20700 HEMPHILL CONSTRUCTION CO.						Balance: 302,690.06						
H24181-10	IN	2	231.1	03/03/2026		04/08/2026	2	302,690.06	0.00	302,690.06	0.00	DD
						Total For Vendor 20700:		302,690.06	0.00	302,690.06	0.00	
						Invoice Count:		1				
Vendor: 807 HILL MFG. CO, INC.						Balance: 4,935.37						
217814	IN	2	231.1	03/17/2026		04/08/2026	2	4,935.37	0.00	4,935.37	0.00	DD
						Total For Vendor 807:		4,935.37	0.00	4,935.37	0.00	
						Invoice Count:		1				
Vendor: 20765 HYDRA SERVICE, INC.						Balance: 2,693.00						
CM193050	MC	2	231.1	11/13/2025			2	-5,358.00	0.00	-5,358.00	0.00	
196533	IN	2	231.1	03/13/2026		04/08/2026	2	316.00	0.00	316.00	0.00	DD
196534	IN	2	231.1	03/13/2026		04/08/2026	2	437.00	0.00	437.00	0.00	DD
196536	IN	2	231.1	03/13/2026		04/08/2026	2	1,166.00	0.00	1,166.00	0.00	DD
196537	IN	2	231.1	03/13/2026		04/08/2026	2	506.00	0.00	506.00	0.00	DD
196626	IN	2	231.1	03/13/2026		04/08/2026	2	268.00	0.00	268.00	0.00	DD
196888	IN	2	231.1	03/23/2026		04/08/2026	2	5,358.00	0.00	5,358.00	0.00	DD
						Total For Vendor 20765:		2,693.00	0.00	2,693.00	0.00	
						Invoice Count:		7				

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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 20907 INDUSTRIAL CHEMICALS INC						Balance:	4,448.16					
580078	IN	2	231.1	03/06/2026		04/08/2026	2	4,448.16	0.00	4,448.16	0.00	DD
						Total For Vendor 20907:		4,448.16	0.00	4,448.16	0.00	
						Invoice Count:		1				
Vendor: 400 IVY AUTO PARTS						Balance:	233.88					
776005	IN	2	231.1	03/09/2026		04/08/2026	2	33.90	0.00	33.90	0.00	DD
776133	IN	2	231.1	03/10/2026		04/08/2026	2	199.98	0.00	199.98	0.00	DD
						Total For Vendor 400:		233.88	0.00	233.88	0.00	
						Invoice Count:		2				
Vendor: 1010 JT RAY COMPANY						Balance:	744.62					
71702	IN	2	231.1	03/13/2026		04/08/2026	2	76.95	0.00	76.95	0.00	DD
						Total For Vendor 1010:		76.95	0.00	76.95	0.00	
						Invoice Count:		1				
Vendor: 1035 KANSAS CITY SOUTHERN						Balance:	739.26					
8000-0000000669	IN	2	231.1	03/17/2026		04/08/2026	2	739.26	0.00	739.26	0.00	DD
						Total For Vendor 1035:		739.26	0.00	739.26	0.00	
						Invoice Count:		1				
Vendor: 21105 LAWSON PRODUCTS, INC						Balance:	292.84					
9313243545	IN	2	231.1	02/23/2026		04/08/2026	2	292.84	0.00	292.84	0.00	CHK
						Total For Vendor 21105:		292.84	0.00	292.84	0.00	
						Invoice Count:		1				
Vendor: 21168 LEE'S PRECAST CONCRETE						Balance:	2,290.00					
197697	IN	2	231.1	03/10/2026		04/08/2026	2	2,290.00	0.00	2,290.00	0.00	DD
						Total For Vendor 21168:		2,290.00	0.00	2,290.00	0.00	
						Invoice Count:		1				

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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 1205 LOWE'S						Balance:	2,310.04					
975864-QJLIMG	IN	2	231.1	03/05/2026		04/08/2026	2	63.10	0.00	63.10	0.00	CHK
977658-QJIOJ	IN	2	231.1	03/05/2026		04/08/2026	2	13.26	0.00	13.26	0.00	CHK
990277-QJZZDO	IN	2	231.1	03/10/2026		04/08/2026	2	130.72	0.00	130.72	0.00	CHK
977404-QKSMNL	IN	2	231.1	03/16/2026		04/08/2026	2	75.96	0.00	75.96	0.00	CHK
979243-QKWPWB	IN	2	231.1	03/17/2026		04/08/2026	2	848.02	0.00	848.02	0.00	CHK
981634-QLAZAP	IN	2	231.1	03/18/2026		04/08/2026	2	252.31	0.00	252.31	0.00	CHK
982060-QLAZBI	IN	2	231.1	03/18/2026		04/08/2026	2	92.05	0.00	92.05	0.00	CHK
982877-QLAZBV	IN	2	231.1	03/18/2026		04/08/2026	2	63.10	0.00	63.10	0.00	CHK
971114-QLUJLV	IN	2	231.1	03/24/2026		04/08/2026	2	36.08	0.00	36.08	0.00	CHK
971596-QLUJMI	IN	2	231.1	03/24/2026		04/08/2026	2	484.33	0.00	484.33	0.00	CHK
						Total For Vendor 1205:		2,058.93	0.00	2,058.93	0.00	
						Invoice Count:		10				
Vendor: 1293 MATHISTON MOBILE TRUCK REP.						Balance:	6,958.83					
2129	IN	2	231.1	03/25/2026		04/08/2026	1	1,613.93	0.00	1,613.93	0.00	DD
						Total For Vendor 1293:		1,613.93	0.00	1,613.93	0.00	
						Invoice Count:		1				
Vendor: 1287 MAXXSOUTH BROADBAND						Balance:	408.02					
24911769	IN	2	231.1	02/28/2026		04/08/2026	2	105.00	0.00	105.00	0.00	CHK
25031640	IN	2	231.1	03/10/2026		04/08/2026	2	118.39	0.00	118.39	0.00	CHK
25043923	IN	2	231.1	03/21/2026		04/08/2026	2	115.63	0.00	115.63	0.00	CHK
						Total For Vendor 1287:		339.02	0.00	339.02	0.00	
						Invoice Count:		3				
Vendor: 21312 MDEQ						Balance:	10.00					
MDEQ PERMIT 2026	IN	2	231.1	03/31/2026		04/08/2026		10.00	0.00	10.00	0.00	CHK
						Total For Vendor 21312:		10.00	0.00	10.00	0.00	
						Invoice Count:		1				

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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 1322 MMC MATERIALS, INC.						Balance:	1,987.50					
1004794	IN	2	231.1	03/17/2026		04/08/2026	2	375.00	0.00	375.00	0.00	DD
1005071	IN	2	231.1	03/18/2026		04/08/2026	2	506.00	0.00	506.00	0.00	DD
1005076	IN	2	231.1	03/18/2026		04/08/2026	2	367.50	0.00	367.50	0.00	DD
1006474	IN	2	231.1	03/24/2026		04/08/2026	2	371.50	0.00	371.50	0.00	DD
1007019	IN	2	231.1	03/26/2026		04/08/2026	2	367.50	0.00	367.50	0.00	DD
						Total For Vendor 1322:		1,987.50	0.00	1,987.50	0.00	
						Invoice Count:		5				
Vendor: 21320 MSRWA - MS RURAL WATER ASSOCIATION						Balance:	300.00					
05/26/2026 REGISTRAT	IN	2	231.1	03/16/2026		04/08/2026	2	300.00	0.00	300.00	0.00	CHK
						Total For Vendor 21320:		300.00	0.00	300.00	0.00	
						Invoice Count:		1				
Vendor: 1400 NESCO						Balance:	14,139.82					
S2787569.001	IN	2	231.1	02/27/2026		04/08/2026	2	2,094.40	0.00	2,094.40	0.00	DD
S2789255.001	IN	2	231.1	03/06/2026		04/08/2026	2	290.32	0.00	290.32	0.00	DD
S2790110.001	IN	2	231.1	03/13/2026		04/08/2026	2	2,312.57	0.00	2,312.57	0.00	DD
S2792087.001	IN	2	231.1	03/20/2026		04/08/2026	2	2,094.40	0.00	2,094.40	0.00	DD
						Total For Vendor 1400:		6,791.69	0.00	6,791.69	0.00	
						Invoice Count:		4				
Vendor: 21329 NORTH CENTRAL LABORATORIES						Balance:	883.27					
532678	IN	2	231.1	03/04/2026		04/08/2026	2	883.27	0.00	883.27	0.00	DD
						Total For Vendor 21329:		883.27	0.00	883.27	0.00	
						Invoice Count:		1				
Vendor: 21531 O'REILLY AUTO PARTS						Balance:	37.80					
0997-468884	IN	2	231.1	03/23/2026		04/08/2026	2	25.28	0.00	25.28	0.00	CHK
0997-469066	IN	2	231.1	03/24/2026		04/08/2026	2	12.52	0.00	12.52	0.00	CHK
						Total For Vendor 21531:		37.80	0.00	37.80	0.00	
						Invoice Count:		2				

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Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 1525 OKTIBBEHA CO. CO-OP						Balance:	1,948.04					
1190707	IN	2	231.1	02/23/2026		04/08/2026	2	114.27	0.00	114.27	0.00	DD
1191107	IN	2	231.1	02/24/2026		04/08/2026	2	145.00	0.00	145.00	0.00	DD
1193761	IN	2	231.1	03/05/2026		04/08/2026	2	41.60	0.00	41.60	0.00	DD
1193763	IN	2	231.1	03/05/2026		04/08/2026	2	418.96	0.00	418.96	0.00	DD
1194221	IN	2	231.1	03/10/2026		04/08/2026	2	53.70	0.00	53.70	0.00	DD
1195725	IN	2	231.1	03/10/2026		04/08/2026	2	372.15	0.00	372.15	0.00	DD
1196752	IN	2	231.1	03/13/2026		04/08/2026	2	10.50	0.00	10.50	0.00	DD
1197679	IN	2	231.1	03/16/2026		04/08/2026	2	39.00	0.00	39.00	0.00	DD
1201172	IN	2	231.1	03/25/2026		04/08/2026	2	125.44	0.00	125.44	0.00	DD
1201509	IN	2	231.1	03/26/2026		04/08/2026	2	49.97	0.00	49.97	0.00	DD
1201564	IN	2	231.1	03/26/2026		04/08/2026	2	16.99	0.00	16.99	0.00	DD
						Total For Vendor 1525:		1,387.58	0.00	1,387.58	0.00	
						Invoice Count:		11				
Vendor: 21547 PAUL'S WELDING						Balance:	190.00					
1804	IN	2	231.1	03/13/2026		04/08/2026	2	190.00	0.00	190.00	0.00	CHK
						Total For Vendor 21547:		190.00	0.00	190.00	0.00	
						Invoice Count:		1				
Vendor: 1623 POWERSTROKE EQUIPMENT INC						Balance:	261.96					
7953	IN	2	231.1	03/10/2026		04/08/2026	2	261.96	0.00	261.96	0.00	DD
						Total For Vendor 1623:		261.96	0.00	261.96	0.00	
						Invoice Count:		1				
Vendor: 1800 RACKLEY OIL, INC.						Balance:	1,536.38					
664025	IN	2	231.1	03/13/2026		04/08/2026	2	751.00	0.00	751.00	0.00	DD
664061	IN	2	231.1	03/16/2026		04/08/2026	2	785.38	0.00	785.38	0.00	DD
						Total For Vendor 1800:		1,536.38	0.00	1,536.38	0.00	
						Invoice Count:		2				

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed		Pmt Type
Vendor: 21860 RJ YOUNG COMPANY						Balance:	33.00						
INV7959567	IN	2	231.1	03/12/2026		04/08/2026	2	33.00	0.00	33.00	0.00		DD
						Total For Vendor 21860:		33.00	0.00	33.00	0.00		
						Invoice Count:		1					
Vendor: 20698 ROBERT K. FORTENBERRY						Balance:	271.16						
03042026-03062026	IN	2	231.1	03/30/2026		04/08/2026	2	271.16	0.00	271.16	0.00		DD
						Total For Vendor 20698:		271.16	0.00	271.16	0.00		
						Invoice Count:		1					
Vendor: 1917 RONNIE JONES CONST, INC.						Balance:	2,988.09						
20262837	IN	2	231.1	03/10/2026		04/08/2026	2	2,988.09	0.00	2,988.09	0.00		DD
						Total For Vendor 1917:		2,988.09	0.00	2,988.09	0.00		
						Invoice Count:		1					
Vendor: 9900808 RYLI CRUZ						Balance:	84.36						
03022026	IN	2	231.1	03/05/2026		04/08/2026	1	84.36	0.00	84.36	0.00		DD
						Total For Vendor 9900808:		84.36	0.00	84.36	0.00		
						Invoice Count:		1					
Vendor: 21892 S&N AIROFLO INC						Balance:	15,261.72						
19297	IN	2	231.1	02/03/2025		02/19/2025		6,000.00	0.00	0.00	6,000.00	HOLD	DD
19376	MC	2	231.1	04/29/2025			2	-2,738.28	0.00	0.00	-2,738.28		
19377	IN	2	231.1	04/29/2025		05/21/2025	2	12,000.00	0.00	0.00	12,000.00	HOLD	DD
						Total For Vendor 21892:		15,261.72	0.00	0.00	15,261.72		
						Invoice Count:		3					
Vendor: 1913 SECURITY SOLUTIONS						Balance:	900.00						
62920	IN	2	231.1	03/01/2026		04/08/2026	2	540.00	0.00	540.00	0.00		DD
						Total For Vendor 1913:		540.00	0.00	540.00	0.00		
						Invoice Count:		1					

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 1937 SOUTHERN PIPE & SUPPLY						Balance:	6,912.96					
10895468-00	IN	2	231.1	03/16/2026		04/08/2026	2	6,912.96	0.00	6,912.96	0.00	DD
						Total For Vendor 1937:		6,912.96	0.00	6,912.96	0.00	
						Invoice Count:		1				
Vendor: 1932 STARKVILLE DAILY NEWS						Balance:	222.26					
300258931	IN	2	231.1	03/26/2026		04/08/2026	2	222.26	0.00	222.26	0.00	DD
						Total For Vendor 1932:		222.26	0.00	222.26	0.00	
						Invoice Count:		1				
Vendor: 1945 SULLIVAN'S						Balance:	7.99					
100043	IN	2	231.1	03/18/2026		04/08/2026	2	7.99	0.00	7.99	0.00	DD
						Total For Vendor 1945:		7.99	0.00	7.99	0.00	
						Invoice Count:		1				
Vendor: 2024 THOMPSON MACHINERY						Balance:	3,469.88					
WO330026884	IN	2	231.1	03/18/2026		04/08/2026	2	3,469.88	0.00	3,469.88	0.00	DD
						Total For Vendor 2024:		3,469.88	0.00	3,469.88	0.00	
						Invoice Count:		1				
Vendor: 2098 ULINE						Balance:	997.90					
205280272	IN	2	231.1	03/11/2026		04/08/2026	2	465.83	0.00	465.83	0.00	DD
205825939	IN	2	231.1	03/24/2026		04/08/2026	2	532.07	0.00	532.07	0.00	DD
						Total For Vendor 2098:		997.90	0.00	997.90	0.00	
						Invoice Count:		2				
Vendor: 2104 UPS						Balance:	773.14					
000012031F106	IN	2	231.1	03/07/2026		04/08/2026	2	77.75	0.00	77.75	0.00	CHK
000012031F116	IN	2	231.1	03/14/2026		04/08/2026	1	131.40	0.00	131.40	0.00	CHK
						Total For Vendor 2104:		209.15	0.00	209.15	0.00	
						Invoice Count:		2				

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ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Invoice	Type	AP GL Div	AP GL Account	Inv Date	Disc Date	Due Date	Inv Type	Gross	Discount	Current	Future Or Disputed	Pmt Type
Vendor: 2112 US BANK						Balance:	548,100.00					
3194186	IN	2	231.1	03/26/2026		04/08/2026	2	548,100.00	0.00	548,100.00	0.00	DD
						Total For Vendor 2112:		548,100.00	0.00	548,100.00	0.00	
						Invoice Count:		1				
Vendor: 22111 USA BLUEBOOK						Balance:	7,373.08					
INV00987102	IN	2	231.1	03/16/2026		04/08/2026	2	2,570.00	0.00	2,570.00	0.00	DD
INV00998983	IN	2	231.1	03/24/2026		04/08/2026	2	4,803.08	0.00	4,803.08	0.00	DD
						Total For Vendor 22111:		7,373.08	0.00	7,373.08	0.00	
						Invoice Count:		2				
Vendor: 22202 WAYPOINT ANALYTICAL						Balance:	1,114.00					
04-1097382	IN	2	231.1	03/10/2026		04/08/2026	2	360.00	0.00	360.00	0.00	DD
04-1097547	IN	2	231.1	03/18/2026		04/08/2026	2	394.00	0.00	394.00	0.00	DD
04-1097716	IN	2	231.1	03/24/2026		04/08/2026	2	360.00	0.00	360.00	0.00	DD
						Total For Vendor 22202:		1,114.00	0.00	1,114.00	0.00	
						Invoice Count:		3				
Vendor: 1825 WELDING WORKS LLC						Balance:	139.00					
2921	IN	2	231.1	03/23/2026		04/08/2026	2	139.00	0.00	139.00	0.00	CHK
						Total For Vendor 1825:		139.00	0.00	139.00	0.00	
						Invoice Count:		1				
Vendor: 21037 ZIMA CORPORATION (KUSTERS WATER)						Balance:	75,341.00					
92175	IN	2	231.1	11/14/2025		04/08/2026	2	75,341.00	0.00	75,341.00	0.00	DD
						Total For Vendor 21037:		75,341.00	0.00	75,341.00	0.00	
						Invoice Count:		1				

04/01/2026 12:23:20 pm

ACCOUNTS PAYABLE
CHECK PRINT

Vendor Detail

Gross:	1,311,293.51
Discount:	0.00
Current:	1,296,031.79
Future:	15,261.72
Disputed:	18,000.00
Discount Taken:	0.00
Discount Lost:	0.00

Pay Thru Date:	04/08/2026	**Update:**	No
Check Date:	04/08/2026	**Selection:**	Selected AP GL Accounts
Direct Deposit/E-Payment Date:	04/08/2026	**Vendor Group:**	All
Discount Cutoff Date:	04/08/2026	**Invoice Type:**	All
		Print Duplicates:	Yes
		Process $0.00 Stubs:	Yes

Total Cash Disbursements

Bank	GL Division	GL Account	Amount
7 - RENASANT BANK-WATER	2 - Starkville Water Dept.	131.8 - CASH IN BANK - WATER	1,296,031.79

Total Check Amount:	10,390.62	**Total Checks:**	13	**Total Invoices:**	137
Total Direct Deposit Amount:	1,285,641.17	**Total Direct Deposits:**	44	**Total Misc Credits:**	2
Total E-Payment Amount:	0.00	**Total E-Payments:**	0	**Total Vendors:**	58
Total Cash Disbursements:	1,296,031.79				

Starkville Utlities
February 27, 2026 - March 31, 2026

Date	Vendor	Description	Amount
2/27/2026	Direct Deposit	Starkville Electric Payroll	71,627.49
2/27/2026	Direct Deposit	Starkville Water Payroll	45,589.05
3/13/2026	Direct Deposit	Starkville Electric Payroll	70,399.76
3/13/2026	Direct Deposit	Starkville Water Payroll	44,269.04
3/27/2026	Direct Deposit	Starkville Electric Payroll	70,279.51
3/27/2026	Direct Deposit	Starkville Water Payroll	48,622.11
3/4/2026	IRS	2/27/26 PR 941 Tax	35,561.23
3/13/2026	MS Dept Rev	Feb 2026 WH Tax	9,090.53
3/20/2026	MS Dept Rev	Feb 2026 Sales Tax - Electric	63,663.21
3/20/2026	MS Dept Rev	Feb 2026 Sales Tax - Water	30,299.82
3/13/2026	MDHS	Feb 2026 Child Support	3,094.90
3/16/2026	AFLAC	Feb 2026 Aflac - Electric	1,307.12
3/16/2026	MS PERS	Feb 2026 PERS	100,553.72
3/20/2026	MS Deferred Comp	Feb 2026 MS DC	3,299.28
3/20/2026	IRS	3/13/26 PR 941 Tax	34,582.62
3/19/2026	Starkville Athletic Club	Membership Fees	52.50
3/19/2026	Acorn Servicing	Garnishment	283.66
3/19/2026	Bison Cash	Garnishment	340.55
3/19/2026	Todd S. Johns CH13 Trustee	Garnishment	1,836.00
3/16/2026	AFLAC	Feb 2026 Aflac - Water	756.76
Total			635,508.86
3/5/2026	4-County EPA	Utilities	15,833.46
3/23/2026	Refund Checks	Inactive Refund/Credit Bal Refund	11,333.77
3/17/2026	TVA	Puchased Power	2,682,050.03

Accounts Payable
Check Register

03/01/2026 To 03/31/2026

Bank Account: 6 - RENASANT BANK-ELEC GENERAL FUND

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
10338	03/04/2026	WIRE	1	INTERNAL REVENUE SERVICE	02/27/26 PR 941 TAX	35,561.23
10343	03/13/2026	WIRE	9909859	MS DEPT OF REVENUE	FEB 2026 WH TAX	9,090.53
10344	03/13/2026	WIRE	1530	MDHS	FEB 2026 CHILD SUPPORT	3,094.90
10345	03/16/2026	WIRE	106	AFLAC	FEB 2026 AFLAC E	1,307.12
10346	03/16/2026	WIRE	1541	MS PERS	FEB 2026 PERS	100,553.72
10350	03/20/2026	WIRE	1301	MS. DEFERRED COMP	FEB 2026 MS DC	3,299.28
10351	03/20/2026	WIRE	1	INTERNAL REVENUE SERVICE	03/13/26 PR 941 TAX	34,582.62
21374	03/19/2026	DD	1922	STARKVILLE ATHLETIC CLUB	Membership Fees	7.50
21375	03/19/2026	DD	309	CITY OF STARKVILLE PAYROLL	BCBS Insurance	46,171.18
21418	03/25/2026	DD	1931	STARKVILLE SANITATION DEPT	Sanitation Collections	301,293.70
21419	03/25/2026	DD	1933	STARKVILLE WATER DEPT	Water/Sewer Collections	1,079,306.48
65124	03/19/2026	CHK	1170	ACORN SERVICING		283.66
65125	03/19/2026	CHK	1180	BISON CASH		340.55
65126	03/19/2026	CHK	99009850	TODD S. JOHNS. CH 13 TRUSTEE		441.00
65127	03/23/2026	CHK	998		INACTIVE REFUND	814.47
65128	03/23/2026	CHK	998		INACTIVE REFUND	39.71
65129	03/23/2026	CHK	998		INACTIVE REFUND	42.77
65130	03/23/2026	CHK	998		INACTIVE REFUND	17.94
65131	03/23/2026	CHK	998		INACTIVE REFUND	4.03
65132	03/23/2026	CHK	998		INACTIVE REFUND	68.39
65133	03/23/2026	CHK	998		INACTIVE REFUND	54.34
65134	03/23/2026	CHK	998		INACTIVE REFUND	108.40
65135	03/23/2026	CHK	998		Credit Balance Refund	311.98
65136	03/23/2026	CHK	998		INACTIVE REFUND	4.83
65137	03/23/2026	CHK	998		INACTIVE REFUND	38.09
65138	03/23/2026	CHK	998		INACTIVE REFUND	35.00

Accounts Payable
Check Register

03/01/2026 To 03/31/2026

Bank Account: 6 - RENASANT BANK-ELEC GENERAL FUND

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
65139	03/23/2026	CHK	998	[redacted]	INACTIVE REFUND	9.17
65140	03/23/2026	CHK	998		INACTIVE REFUND	130.25
65141	03/23/2026	CHK	998		INACTIVE REFUND	58.38
65142	03/23/2026	CHK	998		INACTIVE REFUND	47.78
65143	03/23/2026	CHK	998		INACTIVE REFUND	403.08
65144	03/23/2026	CHK	998		INACTIVE REFUND	111.98
65145	03/23/2026	CHK	998		INACTIVE REFUND	4.65
65146	03/23/2026	CHK	998		INACTIVE REFUND	57.69
65147	03/23/2026	CHK	998		INACTIVE REFUND	19.65
65148	03/23/2026	CHK	998		INACTIVE REFUND	93.72
65149	03/23/2026	CHK	998		INACTIVE REFUND	0.03
65150	03/23/2026	CHK	998		INACTIVE REFUND	16.30
65151	03/23/2026	CHK	998		INACTIVE REFUND	89.92
65152	03/23/2026	CHK	998		INACTIVE REFUND	34.14
65153	03/23/2026	CHK	998		INACTIVE REFUND	26.35
65154	03/23/2026	CHK	998		INACTIVE REFUND	62.76
65155	03/23/2026	CHK	998		INACTIVE REFUND	86.43
65156	03/23/2026	CHK	998		INACTIVE REFUND	88.37
65157	03/23/2026	CHK	998		INACTIVE REFUND	300.95
65158	03/23/2026	CHK	998		INACTIVE REFUND	72.57
65159	03/23/2026	CHK	998		INACTIVE REFUND	62.60
65160	03/23/2026	CHK	998		INACTIVE REFUND	65.26
65161	03/23/2026	CHK	998		INACTIVE REFUND	144.96
65162	03/23/2026	CHK	998		INACTIVE REFUND	7.17
65163	03/23/2026	CHK	998		INACTIVE REFUND	46.45
65164	03/23/2026	CHK	998		INACTIVE REFUND	47.14

Accounts Payable
Check Register

03/01/2026 To 03/31/2026

Bank Account: 6 - RENASANT BANK-ELEC GENERAL FUND

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
65165	03/23/2026	CHK	998		INACTIVE REFUND		111.52
65166	03/23/2026	CHK	998		INACTIVE REFUND		102.24
65167	03/23/2026	CHK	998		INACTIVE REFUND		80.04
65168	03/23/2026	CHK	998		INACTIVE REFUND		2.92
65169	03/23/2026	CHK	998		Credit Balance Refund		5,541.54
65170	03/23/2026	CHK	998		INACTIVE REFUND		31.13
65171	03/23/2026	CHK	998		INACTIVE REFUND		20.58
65172	03/24/2026	CHK	998		Credit Balance Refund		1,816.10
					Total for Bank Account - 6 :	(60)	1,626,667.24

Accounts Payable
Check Register

03/01/2026 To 03/31/2026

Bank Account: 7 - RENASANT BANK-WATER GENERAL FUND

Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference		Amount
5231	03/05/2026	WIRE	20606	4-COUNTY EPA	4-COUNTY UTILITIES		15,833.46
5236	03/16/2026	WIRE	106	AFLAC	FEB 2026 AFLAC W		756.76
5241	03/25/2026	WIRE	21910	STARKVILLE ELECTRIC DEPT	Due frm Water to Elect		362,656.54
19726	03/19/2026	DD	1922	STARKVILLE ATHLETIC CLUB	Membership Fees		45.00
19727	03/19/2026	DD	309	CITY OF STARKVILLE PAYROLL	BCBS Insurance		31,902.98
202432	03/19/2026	CHK	99009850	TODD S. JOHNS, CH 13 TRUSTEE	[redacted]		1,395.00
					Total for Bank Account - 7 :	(6)	412,589.74
					Grand Total :	(66)	2,039,256.98

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Finance and Administration
AGENDA DATE: 3/3/26
PAGE: 1 of 1

SUBJECT: Request authorization for the City Clerk's Office to award The Starkville Commercial Dispatch for publication of legal notices.

The Commercial Dispatch- $.11 per word- first insertion, $.105 per word-additional insertions
Starkville Daily News- $.12 per word- first insertion, $.10 per word-additional insertions

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: Board approved to advertise at the March 3, 2026 meeting

AUTHORIZATION HISTORY: Advertisement for publication per Mississippi code 21-39-3

REQUESTING DEPARTMENT: Department of Finance

DIRECTOR'S AUTHORIZATION: Joanna McLaurin, City Clerk

FOR MORE INFORMATION CONTACT: Joanna McLaurin, City Clerk, 662-323-2525 ext. 3106

SUGGESTED MOTION:

Move approval for the City Clerk's Office to award The Commercial Dispatch for publication of legal notices.

AGENDA ITEM DEPT.: CCO

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** April 7, 2026

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 16

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-26.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: Admin and Finance **DIRECTOR'S AUTHORIZATION:** Webb Corban

These are budget adjustments for the Fiscal Year ended 9/30/26

FOR MORE INFORMATION CONTACT: Webb Corban, Chief Financial Officer
or Conner Carraway, Manager of Accounting & Finance

SUGGESTED MOTION:

Approval of Budget Adjustments for fiscal year 9/30/26 effective 3/31/26.

City of Starkville
FY26 Budget Adjustments
Agenda Date: April 7, 2026

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
General Fund Revenues					
200 - Taxes	11,428,867	-	11,428,867	-	11,428,867
206 - Lieu of Taxes	817,000	-	817,000	-	817,000
220 - License and Permits	420,500	-	420,500	35,000	455,500
230 - Intergovernmental Revenues	13,546,975	-	13,546,975	34,742	13,581,717
250 - Grants (Federal)	124,176	22,705	146,881	44,200	191,081
330 - Fines and Forfeits	775,150	-	775,150	-	775,150
340 - Miscellaneous (Unrestricted)	995,800	-	995,800	-	995,800
360 - Charges for Services	41,500	-	41,500	-	41,500
380 - Transfers and Non Revenue Receipts	4,380,000	-	4,380,000	-	4,380,000
Total General Fund Revenues	32,529,968	22,705	32,552,673	113,942	32,666,615

Purpose: To budget Police Wireless Communication Fund, IT Homeland Security grant proceeds received, and to increase permits budget.

General Fund Expenditures

100 - Board of Aldermen					
400 - Personnel Services	225,485	-	225,485	-	225,485
500 - Supplies	500	-	500	-	500
600 - Contractual Services	13,500	-	13,500	-	13,500
Total 100 - Board of Aldermen	239,485	-	239,485	-	239,485
110 - Municipal Court					
400 - Personnel Services	435,980	-	435,980	-	435,980
500 - Supplies	9,000	-	9,000	-	9,000
600 - Contractual Services	57,300	-	57,300	-	57,300
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	3,500	-	3,500	-	3,500
Total 110 - Municipal Court	505,780	-	505,780	-	505,780
120 - Mayors Office					
400 - Personnel Services	185,275	-	185,275	-	185,275
500 - Supplies	2,000	-	2,000	-	2,000
600 - Contractual Services	122,750	-	122,750	-	122,750
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 120 - Mayors Office	310,025	-	310,025	-	310,025
123 - IT					
400 - Personnel Services	392,115	-	392,115	-	392,115
500 - Supplies	3,000	-	3,000	-	3,000
600 - Contractual Services	254,135	-	254,135	-	254,135
700 - Grants, Subsidies and Allocations		-	-	-	-
800 - Debt Service	37,070	-	37,070	-	37,070
900 - Capital Outlay	76,000	-	76,000	-	76,000
Total 123 - IT	762,320	-	762,320	-	762,320
130 - Elections					
500 - Supplies	500	-	500	-	500
600 - Contractual Services	2,000	-	2,000	-	2,000
Total 130 - Elections	2,500	-	2,500	-	2,500
142 - City Clerks Office					
400 - Personnel Services	487,165	-	487,165	-	487,165
500 - Supplies	8,250	-	8,250	-	8,250
600 - Contractual Services	264,250	-	264,250	-	264,250
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	4,500	-	4,500	-	4,500
Total 142 - City Clerks Office	764,165	-	764,165	-	764,165

City of Starkville
FY26 Budget Adjustments
Agenda Date: April 7, 2026

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
160 - Prosecuting Attorney and Staff					
400 - Personnel Services	73,925	-	73,925	-	73,925
Total 160 - Prosecuting Attorney and Staff	73,925	-	73,925	-	73,925
169 - Legal					
600 - Contractual Services	185,000	-	185,000	-	185,000
Total 169 - Legal	185,000	-	185,000	-	185,000
180 - Human Resources					
400 - Personnel Services	505,395	(10,000)	495,395	-	495,395
500 - Supplies	2,000	-	2,000	-	2,000
600 - Contractual Services	51,850	10,000	61,850	-	61,850
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	3,000	-	3,000	-	3,000
Total 180 - Human Resources	562,245	-	562,245	-	562,245
190 - City Planner					
400 - Personnel Services	208,470	-	208,470	-	208,470
500 - Supplies	600	-	600	-	600
600 - Contractual Services	74,300	-	74,300	-	74,300
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	3,000	-	3,000	-	3,000
Total 190 - City Planner	286,370	-	286,370	-	286,370
191 - External Services					
400 - Personnel Services	5,000	-	5,000	-	5,000
Total 191 - External Services	5,000	-	5,000	-	5,000
192 - General Government Bldg & Plant					
500 - Supplies	5,500	-	5,500	-	5,500
600 - Contractual Services	156,500	-	156,500	70,316	226,816
900 - Capital Outlay	-	-	-	-	-
Total 192 - General Government Bldg & Plant	162,000	-	162,000	70,316	232,316
Purpose: To budget for opengov software.					
195 - Transfers to Other Agencies					
600 - Contractual Services	63,985	-	63,985	-	63,985
700 - Grants, Subsidies and Allocations	4,500	-	4,500	-	4,500
990 - Transfers	817,800	-	817,800	(28,616)	789,184
Total 195 - Transfers to Other Agencies	886,285	-	886,285	(28,616)	857,669
Purpose: To adjust budget to actual for Golden Triangle Airport grant match and George M. Bryan Airport for cost share.					
196 - Cemetery Administration					
600 - Contractual Services	50,000	-	50,000	-	50,000
Total 196 - Cemetery Administration	50,000	-	50,000	-	50,000
197 - Engineering					
400 - Personnel Services	600,240	-	600,240	-	600,240
500 - Supplies	5,000	-	5,000	-	5,000
600 - Contractual Services	84,950	-	84,950	-	84,950
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	5,000	-	5,000	-	5,000
Total 197 - Engineering	695,190	-	695,190	-	695,190

City of Starkville
FY26 Budget Adjustments
Agenda Date: April 7, 2026

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
201 - Police					
400 - Personnel Services	6,839,230	-	6,839,230	-	6,839,230
500 - Supplies	538,500	-	538,500	-	538,500
600 - Contractual Services	1,113,655	-	1,113,655	-	1,113,655
700 - Grants, Subsidies and Allocations	4,259	22,705	26,964	-	26,964
800 - Debt Service	230,000	-	230,000	-	230,000
900 - Capital Outlay	60,000	23,273	83,273	34,742	118,015
Total 201 - Police	8,785,644	45,978	8,831,622	34,742	8,866,364
Purpose: To budget Police Wireless Communication Fund.					
245 - Dispatchers					
400 - Personnel Services	392,230	-	392,230	-	392,230
500 - Supplies	2,000	-	2,000	-	2,000
600 - Contractual Services	2,500	-	2,500	-	2,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 245 - Dispatchers	396,730	-	396,730	-	396,730
246 - Code Enforcement					
400 - Personnel Services	150,750	-	150,750	-	150,750
500 - Supplies	6,500	-	6,500	-	6,500
600 - Contractual Services	27,840	-	27,840	-	27,840
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 246 - Code Enforcement	185,090	-	185,090	-	185,090
254 - DUI Grant					
400 - Personnel Services	191,350	-	191,350	-	191,350
Total 254 - DUI Grant	191,350	-	191,350	-	191,350
261 - Fire Department					
400 - Personnel Services	4,944,670	-	4,944,670	-	4,944,670
500 - Supplies	132,100	-	132,100	-	132,100
600 - Contractual Services	347,565	-	347,565	-	347,565
700 - Grants, Subsidies and Allocations	-	-	-	37,500	37,500
800 - Debt Service	212,575	-	212,575	-	212,575
900 - Capital Outlay	122,500	-	122,500	-	122,500
Total 261 - Fire Department	5,759,410	-	5,759,410	37,500	5,796,910
Purpose: To budget Fire's Homeland Security Grant expenditures.					
281 - Building/Community Development					
400 - Personnel Services	367,870	-	367,870	-	367,870
500 - Supplies	8,100	-	8,100	-	8,100
600 - Contractual Services	45,500	-	45,500	-	45,500
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
281 - Building/Community Development	421,470	-	421,470	-	421,470
290 - Civil Defense/Warning System					
600 - Contractual Services	28,200	-	28,200	-	28,200
900 - Capital Outlay	21,800	-	21,800	-	21,800
Total 290 - Civil Defense/Warning System	50,000	-	50,000	-	50,000

City of Starkville
FY26 Budget Adjustments
Agenda Date: April 7, 2026

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
301 - Street					
400 - Personnel Services	1,138,050	-	1,138,050	-	1,138,050
500 - Supplies	257,000	-	257,000	-	257,000
600 - Contractual Services	956,725	-	956,725	-	956,725
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	57,875	-	57,875	-	57,875
900 - Capital Outlay	-	-	-	-	-
Total 301 - Street	2,409,650	-	2,409,650	-	2,409,650
360 - Animal Control					
400 - Personnel Services	114,680	-	114,680	-	114,680
500 - Supplies	7,000	-	7,000	-	7,000
600 - Contractual Services	8,100	-	8,100	-	8,100
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	-	-	-	-	-
Total 360 - Animal Control	129,780	-	129,780	-	129,780
550 - Parks and Recreation					
600 - Contractual Services	2,218,250	-	2,218,250	-	2,218,250
Total 550 Parks and Recreation	2,218,250	-	2,218,250	-	2,218,250
900 - Interfund Transactions					
900 - Beginning Fund Balance and Contingency	3,175,565	(23,273)	3,152,292	-	3,152,292
990 - Transfers	3,316,739	-	3,316,739	-	3,316,739
Total 900 - Interfund Transactions	6,492,304	(23,273)	6,469,031	-	6,469,031
Total General Fund Expenditures	32,529,968	22,705	32,552,673	113,942	32,666,615
Fund 002 - Restricted Police Fund					
Revenues					
330 - Fines and Forfeits	3,415	-	3,415	-	3,415
380 - Transfers and Nonrevenue Receipts	21,000	2,900	23,900	-	23,900
Total Revenues	24,415	2,900	27,315	-	27,315
Expenditures					
500 - Supplies	15,000	2,900	17,900	-	17,900
600 - Contractual Services	9,415	-	9,415	-	9,415
900 - Capital Outlay	-	-	-	-	-
Total Expenditures	24,415	2,900	27,315	-	27,315
Fund 003 - Restricted Fire Fund					
Revenues					
230 - Intergovernmental Revenues	167,000	-	167,000	-	167,000
Total Revenues	167,000	-	167,000	-	167,000
Expenditures					
500 - Supplies	2,000	-	2,000	-	2,000
600 - Contractual Services	750	-	750	-	750
800 - Debt Service	163,820	-	163,820	-	163,820
900 - Capital Outlay	430	-	430	-	430
Total Expenditures	167,000	-	167,000	-	167,000

City of Starkville
FY26 Budget Adjustments
Agenda Date: April 7, 2026

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 015 - Airport					
Revenues					
230 - Intergovernmental Revenues	120,810	-	120,810	(80,380)	40,430
340 - Miscellaneous	50,600	-	50,600	-	50,600
360 - Charges for Services	879,200	-	879,200	200,000	1,079,200
380 - Transfers and Non Revenue Receipts	650,000	100,000	750,000	-	750,000
Total Revenues	1,700,610	100,000	1,800,610	119,620	1,920,230
Expenditures					
400 - Personnel Services	349,730	-	349,730	-	349,730
500 - Supplies	540,000	-	540,000	113,750	653,750
600 - Contractual Services	134,600	-	134,600	5,870	140,470
700 - Grants, Subsidies and Allocations	100,000	-	100,000	-	100,000
800 - Debt Service	-	-	-	-	-
900 - Capital Outlay	576,280	100,000	676,280	-	676,280
Total Expenditures	1,700,610	100,000	1,800,610	119,620	1,920,230

Purpose: To reduce cost share reimbursement from City, County, MSU and increase budget for fuel sales and related purchases.

Fund 016 - Restricted Airport					
Revenues					
230 - Intergovernmental Revenues	453,247	1,025,759	1,479,006	2,635,633	4,114,639
Total Revenues	453,247	1,025,759	1,479,006	2,635,633	4,114,639
Expenditures					
600 - Contractual Services	124,070	-	124,070	-	124,070
700 - Grants, Subsidies and Allocations	329,177	1,025,759	1,354,936	2,635,633	3,990,569
Total Expenditures	453,247	1,025,759	1,479,006	2,635,633	4,114,639

Purpose: To budget for FAA grant 3-28-0068-33-2025

Fund 022 - Sanitation					
Revenues					
250 - Grants	-	-	-	-	-
340 - Miscellaneous	3,600,000	-	3,600,000	-	3,600,000
380 - Transfers and Non Revenue Receipts	305,000	-	305,000	-	305,000
Total Revenues	3,905,000	-	3,905,000	-	3,905,000
Expenditures					
400 - Personnel Services	2,093,860	-	2,093,860	-	2,093,860
500 - Supplies	301,000	-	301,000	-	301,000
600 - Contractual Services	922,720	-	922,720	-	922,720
700 - Grants, Subsidies and Allocations	-	-	-	-	-
800 - Debt Service	393,579	-	393,579	-	393,579
900 - Capital Outlay	193,841	-	193,841	-	193,841
Total Expenditures	3,905,000	-	3,905,000	-	3,905,000

Fund 023 Landfill					
Revenues					
380 - Transfers and Non Revenue Receipts	1,470,000	20,000	1,490,000	-	1,490,000
Total Revenues	1,470,000	20,000	1,490,000	-	1,490,000
Expenditures					
600 - Contractual Services	80,000	-	80,000	-	80,000
900 - Capital Outlay	1,390,000	20,000	1,410,000	-	1,410,000
Total Expenditures	1,470,000	20,000	1,490,000	-	1,490,000

City of Starkville
FY26 Budget Adjustments
Agenda Date: April 7, 2026

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 120 Modernization Use Tax					
Revenues					
230 - Intergovernmental Revenues	2,450,000	84,720	2,534,720	-	2,534,720
380 - Transfers and Non Revenue Receipts	530,000	614,000	1,144,000	-	1,144,000
Total Revenues	2,980,000	698,720	3,678,720	-	3,678,720
Expenditures					
600 - Contractual Services	-	-	-	-	-
800 - Debt Service	1,370,820	-	1,370,820	-	1,370,820
900 - Capital Outlay	1,609,180	698,720	2,307,900	-	2,307,900
Total Expenditures	2,980,000	698,720	3,678,720	-	3,678,720
Fund 150 Federal Forfeited Funds					
Revenues					
330 - Fines and Forfeits	-	-	-	53,215	53,215
380 - Transfers and Non Revenue Receipts	-	-	-	775	775
Total Revenues	-	-	-	53,990	53,990
Expenditures					
900 - Capital Outlay	-	-	-	53,990	53,990
Total Expenditures	-	-	-	53,990	53,990
Purpose: To budget Federal Forfeited funds received.					
Fund 151 State Forfeited Funds					
Revenues					
330 - Fines and Forfeits	-	-	-	6,940	6,940
380 - Transfers and Non Revenue Receipts	190,000	(13,000)	177,000	-	177,000
Total Revenues	190,000	(13,000)	177,000	6,940	183,940
Expenditures					
500 - Supplies	40,000	-	40,000	-	40,000
600 - Contractual Services	-	-	-	-	-
900 - Capital Outlay	150,000	(13,000)	137,000	6,940	143,940
Total Expenditures	190,000	(13,000)	177,000	6,940	183,940
Purpose: To budget state forfeited funds received.					
Fund 200 Debt Service Fund					
Revenues					
340 - Miscellaneous	195,986	-	195,986	-	195,986
380 - Transfers and Non Revenue Receipts	2,801,739	-	2,801,739	-	2,801,739
Total Revenues	2,997,725	-	2,997,725	-	2,997,725
Expenditures					
600 - Contractual Services	-	-	-	-	-
800 - Debt Service	2,997,725	-	2,997,725	-	2,997,725
990 - Transfers	-	-	-	-	-
Total Expenditures	2,997,725	-	2,997,725	-	2,997,725

City of Starkville
FY26 Budget Adjustments
Agenda Date: April 7, 2026

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 300 Capital Projects Fund					
Revenues					
250 - Grants	-	-	-	35,000	35,000
340 - Miscellaneous	-	-	-	27,968	27,968
380 - Transfers and Non Revenue Receipts	6,300,000	(69,000)	6,231,000	-	6,231,000
Total Revenues	6,300,000	(69,000)	6,231,000	62,968	6,293,968
Expenditures					
600 - Contractual Services	-	-	-	-	-
900 - Capital Outlay	6,300,000	(69,000)	6,231,000	62,968	6,293,968
990 - Transfers	-	-	-	-	-
Total Expenditures	6,300,000	(69,000)	6,231,000	62,968	6,293,968

Purpose: To budget Bentbrook Ridge Street Flume and to budget Brush Arbor Grants and Expenditures.

Fund 301 City Owned Building Fund					
Revenues					
380 - Transfers and Non Revenue Receipts	152,500	(14,500)	138,000	-	138,000
Total Revenues	152,500	(14,500)	138,000	-	138,000
Expenditures					
600 - Contractual Services	-	2,550	2,550	-	2,550
900 - Capital Outlay	152,500	(17,050)	135,450	-	135,450
Total Expenditures	152,500	(14,500)	138,000	-	138,000
Fund 303 Industrial Park Bond					
Revenues					
340 - Miscellaneous	500	-	500	-	500
380 - Transfers and Non Revenue Receipts	115,000	5,000	120,000	-	120,000
Total Revenues	115,500	5,000	120,500	-	120,500
Expenditures					
600 - Contractual Services	17,000	5,000	22,000	-	22,000
700 - Grants, Subsidies, and Allocations	98,500	-	98,500	-	98,500
Total Expenditures	115,500	5,000	120,500	-	120,500
Fund 304 - SS4A Grant Fund					
Revenues					
250 - Grants	-	-	-	8,128,000	8,128,000
380 - Transfers and Non Revenue Receipts	220,000	-	220,000	1,812,000	2,032,000
Total Revenues	220,000	-	220,000	9,940,000	10,160,000
Expenditures					
900 - Capital Outlay	220,000	-	220,000	9,940,000	10,160,000
Total Expenditures	220,000	-	220,000	9,940,000	10,160,000

Purpose: To budget SS4A Grant and Match.

City of Starkville
FY26 Budget Adjustments
Agenda Date: April 7, 2026

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 305 - Street Bond Fund					
Revenues					
250 - Grants	-		-	-	-
380 - Transfers and Non Revenue Receipts	0		-	15,000,000	15,000,000
Total Revenues	-	-	-	15,000,000	15,000,000
Expenditures					
600 - Contractual Services	-		-	3,212,397	3,212,397
900 - Capital Outlay	-		-	9,755,603	9,755,603
990 - Transfers			-	2,032,000	2,032,000
Total Expenditures	-	-	-	15,000,000	15,000,000
Purpose: To budget bond proceeds and uses					
Fund 309 - American Relief Fund					
Revenues					
230 - Intergovernmental Revenues	5,500,000	-	5,500,000	(1,240,000)	4,260,000
340 - Miscellaneous	-	-	-	56,300	56,300
380 - Transfers and Non Revenue Receipts	6,100,000	-	6,100,000	-	6,100,000
Total Revenues	11,600,000	-	11,600,000	(1,183,700)	10,416,300
Expenditures					
600 - Contractual Services	-	-	-	-	-
900 - Capital Outlay	11,000,000	-	11,000,000	(1,240,000)	9,760,000
990 - Transfers	600,000	-	600,000	56,300	656,300
Total Expenditures	11,600,000	-	11,600,000	(1,183,700)	10,416,300
Purpose: To reduce budget for MCWI received by Starkville Water instead of General City for Wastewater Treatment Plant and budget interest income.					
Fund 311 - Main Street Corridor Improvements Project					
Revenues					
230 - Intergovernmental Revenues	2,000,000	-	2,000,000	-	2,000,000
340 - Miscellaneous	90,000	-	90,000	-	90,000
380 - Transfers and Non Revenue Receipts	6,000,000	-	6,000,000	-	6,000,000
Total Revenues	8,090,000	-	8,090,000	-	8,090,000
Expenditures					
600 - Contractual Services	50,000	-	50,000	-	50,000
900 - Capital Outlay	8,040,000	-	8,040,000	-	8,040,000
Total Expenditures	8,090,000	-	8,090,000	-	8,090,000
Fund 312 - Parks Capital Projects Fund (2023)					
Revenues					
340 - Miscellaneous	-	-	-	17,500	17,500
380 - Transfers and Non Revenue Receipts	1,557,802	(47,802)	1,510,000	9,500	1,519,500
Total Revenues	1,557,802	(47,802)	1,510,000	27,000	1,537,000
Expenditures					
600 - Contractual Services	-	-	-	-	-
900 - Capital Outlay	1,557,802	(47,802)	1,510,000	27,000	1,537,000
Total Expenditures	1,557,802	(47,802)	1,510,000	27,000	1,537,000
Purpose: To adjust beginning Fund Balance and budget interest income received.					

City of Starkville
FY26 Budget Adjustments
Agenda Date: April 7, 2026

	Original Budget	Prior Adjustments	Current Budget	Budget Adjustments	Amended Budget
Fund 313 - Spring/Hwy 12 Linkage Tap					
Revenues					
230 - Intergovernmental Revenues	252,030	-	252,030	183,260	435,290
250 - Grants	-	-	-	786,730	786,730
380 - Transfers and Non Revenue Receipts	434,540	-	434,540	-	434,540
Total Revenues	686,570	-	686,570	969,990	1,656,560
Expenditures					
900 - Capital Outlay	686,570	-	686,570	969,990	1,656,560
Total Expenditures	686,570	-	686,570	969,990	1,656,560
Purpose: To budget Spring Street Tap Grant Revenue and Expenditures.					
Fund 375 - Park and Rec Tourism					
Revenues					
230 - Intergovernmental Revenues	3,175,000	-	3,175,000	-	3,175,000
250 - Grants	-	-	-	-	-
380 - Transfers and Non Revenue Receipts	1,940,000	75,000	2,015,000	-	2,015,000
Total Revenues	5,115,000	75,000	5,190,000	-	5,190,000
Expenditures					
600 - Contractual Services	306,300	-	306,300	-	306,300
800 - Debt Service	2,308,700	-	2,308,700	-	2,308,700
900 - Capital Outlay	2,500,000	75,000	2,575,000	-	2,575,000
Total Expenditures	5,115,000	75,000	5,190,000	-	5,190,000
Fund 377 - Build Grant MS 182 / MLK Corridor					
Revenues					
230 - Intergovernmental Revenues	21,500,000	-	21,500,000	-	21,500,000
380 - Transfers and Non Revenue Receipts	-	-	-	-	-
Total Revenues	21,500,000	-	21,500,000	-	21,500,000
Expenditures					
600 - Contractual Services	-	-	-	-	-
900 - Capital Outlay	21,500,000	-	21,500,000	-	21,500,000
Total Expenditures	21,500,000	-	21,500,000	-	21,500,000
Fund 700 - Stark/Hospital Road					
Revenues					
340 - Miscellaneous	-	-	-	-	-
380 - Transfers and Non Revenue Receipts	-	10	10	-	10
Total Revenues	-	10	10	-	10
Expenditures					
500 - Supplies	-	-	-	-	-
600 - Contractual Services	-	-	-	-	-
990 - Transfers	-	10	10	-	10
Total Expenditures	-	10	10	-	10

Starkville Utilities – Electric Division
Board Budget Year 2026 (10/2025-9/2026)

		Original 2026 Budget	Prior Adjustments	Amended 2026 Budget
	Revenues			
100	Electric Sales	$ 42,238,774		$ 42,238,774
110	Forfeited Customer Discounts	$ 450,000		$ 450,000
111	Misc. Service Revenue	$ 100,000	$ 150,000	$ 250,000
112	Interest Income	$ 450,000		$ 450,000
120	Rent from Electric Property	$ 400,000		$ 400,000
130	Water Sewer Reimbursement	$ 1,250,000		$ 1,250,000
131	Sanitation Reimbursement	$ 75,000		$ 75,000
132	City Reimbursement for Lights	$ 10,000		$ 10,000
	Collection Fee Revenue	$ 132,000		$ 132,000
	From Retained Earnings	$ 814,123	$ (90,000)	$ 724,123
	Other Revenues	$ 3,681,123	$ 60,000	$ 3,741,123
	Total Revenues	**$ 45,919,897**	$ 60,000	$ 45,979,897
	Expenses			
150	Purchased Power Expense	$ 34,303,066		$ 34,303,066
	Payroll Expenses			
200	Employee Salaries	$ 2,443,943		$ 2,443,943
201	Employee Overtime	$ 60,000		$ 60,000
202	Employer Contributions - State Retirement	$ 463,855		$ 463,855
203	Employer Contributions - Social Security	$ 191,552		$ 191,552
204	Employer Contributions - Group Insurance	$ 250,000		$ 250,000
205	Payroll Expense from Other Departments	$ 65,000		$ 65,000
	Total Payroll Expenses	$ 3,474,350	$ -	$ 3,474,350

	Operating Expenses				
300	City Adminstrative Cost Reimbursement	$ 200,000		$	200,000
302	Billing Services	$ 325,000		$	325,000
303	Contract Services	$ 785,000		$	785,000
305	Insurance	$ 260,000		$	260,000
306	Communications	$ 90,000		$	90,000
307	Office Supplies	$ 125,000	$ (60,000)	$	65,000
	IT/Software Exp	$ -	$ 80,000	$	80,000
308	Safety Supplies	$ 35,000		$	35,000
309	Uniforms	$ 35,000		$	35,000
310	Utilities	$ 15,000	$ 40,000	$	55,000
311	Travel & Training	$ 45,000		$	45,000
312	Dues	$ 75,000		$	75,000
314	Bank Fees	$ 30,000		$	30,000
	Collection Fees	$ 132,000		$	132,000
315	Postage	$ 8,000		$	8,000
316	Advertising	$ 12,000		$	12,000
318	Miscellaneous	$ 10,000		$	10,000
	Total Operating Expenses	$ 2,182,000	$ 60,000	$	2,242,000
	Maintenance Expenses				
400	Expensed Materials & Supplies	$ 320,000		$	320,000
401	ROW Clearing	$ 700,000		$	700,000
403	Gas & Fuel Expense	$ 60,000		$	60,000
404	Equipment Repairs & Maintenance	$ 250,000		$	250,000
405	Substation Repairs & Supplies	$ 150,000		$	150,000
406	Building Repairs & Maintenance	$ 100,000		$	100,000
407	General Maintenance	$ 50,000		$	50,000
	Total Maintenance Expenses	$ 1,630,000	$ -	$	1,630,000
	Capital Expenses				
500	Capitalized Materials & Supplies	$ 2,000,000		$	2,000,000
501	Asset Purchases - Building & Grounds	$ -		$	-
502	Asset Purchases - Equipment & Vehicles & IT Equip.	$ 320,000		$	320,000
503	Capital Projects & Construction	$ -		$	-
	Total Capital Expenses	$ 2,320,000	$ -	$	2,320,000
	Debt Expenses				
600	Interest Expense on Long-term Debt	$ 115,481		$	115,481
601	Principal Paid on Long-term Debt	$ 530,000		$	530,000
	Total Debt Expenses	$ 645,481	$ -	$	645,481
700	Tax Equivalency	$ 1,365,000		$	1,365,000
	Total Expenses	**$ 45,919,897**	$ 60,000	$	45,979,897
	Total Revenues Over Expenses	**$ (0)**		$	(0)

Starkville Utilities – Water & Sewer Division
Board Budget Year 2026 (10/2025-9/2026)

600 - WATER DISTRIBUTION & 800 - DRINKING WATER TREATMENT

	Original 2026 Budget	Adjustments	Amended 2026 Budget
Revenues			
Water Sales Revenue	$ 5,957,551		$ 5,957,551
Water Back Billed Revenue	140,000	10,000	$ 150,000
Total Sales Revenue	$ 6,097,551	$ 10,000	$ 6,107,551
Forfeited Customer Discounts	65,000		$ 65,000
Misc. Service Revenue	35,000	50,000	$ 85,000
Interest Income	100,000	50,000	$ 150,000
Tap Fees	300,000		$ 300,000
Tower Lease	377,737		$ 377,737
Federal & State Grant Revenue	-		$ -
State Appropriation Funds	-		$ -
From Retained Earnings	-		$ -
Total Other Revenue	$ 877,737	$ 100,000	$ 977,737
Total Revenue	**$ 6,975,288**	**$ 110,000**	$ 7,085,288
Expenses			
Payroll Expenses			
Employee Wages	$ 912,348		$ 912,348
Employee Overtime	65,000		$ 65,000
Employer Contribution - Retirement	181,054		$ 181,054
Employer Contribution - Social Security	74,767		$ 74,767
Employer Contribution - Insurance	80,000		$ 80,000
Payroll Expense from Other Departments	410,000		$ 410,000
Total Payroll Expenses	$ 1,723,169	$ -	$ 1,723,169
			$ -
Operating Expenses			$ -
City Administrative Costs Reimbursement	$ 37,500		$ 37,500
Rental Allocation to Electric Dept	80,000		$ 80,000
Billing Services	75,000		$ 75,000
Contract Services	377,033		$ 377,033
Water Quality Analysis	40,000	10,000	$ 50,000
Insurance	35,000	5,000	$ 40,000
Communications	25,000		$ 25,000
Office Supplies	20,000		$ 20,000
IT/Software Supplies	-	5,000	$ 5,000
Uniforms	10,000		$ 10,000
Utilities	500,000		$ 500,000
Travel & Training	5,000		$ 5,000
Dues	3,500		$ 3,500
Advertising	3,000		$ 3,000
Miscellaneous	5,000		$ 5,000
Total Operating Expenses	$ 1,216,033	$ 20,000	$ 1,236,033

Starkville Utilities – Water & Sewer Division
Board Budget Year 2026 (10/2025-9/2026)

Maintenance Expense			
Expensed Materials & Supplies	$ 600,000	$ 450,000	$ 1,050,000
Chemicals	136,000		$ 136,000
Gas & Fuel Expense	50,000		$ 50,000
Equipment Repairs & Maintenance	100,000		$ 100,000
Infrastructure Repairs & Maintenance	250,000		$ 250,000
Building Repairs & Maintenance	100,000		$ 100,000
Tank & Well Maintenance	80,000		$ 80,000
Total Maintenance Expenses	$ 1,316,000	$ 450,000	$ 1,766,000
Capital Expense			
Asset Purchases - Building & Grounds	$ 50,000		$ 50,000
Asset Purchases - Equipment & Vehicles	50,000		$ 50,000
Capital Projects & Construction	1,965,179	(360,000)	$ 1,605,179
Total Capital Expenses	$ 2,065,179	$ (360,000)	$ 1,705,179
Debt Expense			
Interest Expense on Long-term Debt	$ 151,817		$ 151,817
Principal Paid on Long-term Debt	503,090		$ 503,090
Total Debt Expenses	$ 654,907	$ -	$ 654,907
Total Expenses	**$ 6,975,288**	**$ 110,000**	$ 7,085,288
Total Revenues Over Expenses	**$ -**		**$ -**

Starkville Utilities – Water & Sewer Division
Board Budget Year 2026 (10/2025-9/2026)
900 - SEWER COLLECTION/REHAB & 700 - WASTEWATER TREATMENT PLANT

	Original 2026 Budget	Adjustments	Amended 2026 Budget
Revenues			
Sewer Sales Revenue	$ 6,830,170		$ 6,830,170
Sewer Back Billed Revenue	$ 40,000	$ 40,000	$ 80,000
Total Sales Revenue	$ 6,870,170	$ 40,000	$ 6,910,170
Forfeited Customer Discounts	35,000		$ 35,000
Misc. Service Revenue	75,000		$ 75,000
Interest Income	100,000	50,000	$ 150,000
MSU Wastewater Treatment Income	355,929		$ 355,929
Wastewater Revenue	10,000		$ 10,000
Federal & State Grant Revenue	700,000	800,000	$ 1,500,000
Bond Funding 7M	6,802,121		$ 6,802,121
Bond Funding 8M	3,091,243	(857,500)	$ 2,233,743
Total Other Revenue	$ 11,169,293	$ (7,500)	$ 11,161,793
Total Revenue	**$ 18,039,463**	**$ 32,500**	$ 18,071,963
Expenses			
Payroll Expenses			
Employee Wages	$ 800,348		$ 800,348
Employee Overtime	55,000		$ 55,000
Employer Contribution - Retirement	158,453		$ 158,453
Employer Contribution - Social Security	65,434		$ 65,434
Employer Contribution - Insurance	60,000		$ 60,000
Salaries Expense to Other Depts	410,000		$ 410,000
Total Payroll Expenses	$ 1,549,235	$ -	$ 1,549,235
Operating Expenses			
City Administrative Costs Reimbursement	$ 37,500		$ 37,500
Rental Allocation to Electric Dept	80,000		$ 80,000
Billing Services	75,000		$ 75,000
Contract Services	281,413		$ 281,413
Insurance	35,000	5,000	$ 40,000
Communications	25,000		$ 25,000
Office Supplies	10,000		$ 10,000
IT/Software Supplies	-	2,500	$ 2,500
Uniforms	10,000		$ 10,000
Utilities	500,000		$ 500,000
Travel & Training	5,000		$ 5,000
Dues	1,500		$ 1,500
Advertising	2,000		$ 2,000
Miscellaneous	5,000		$ 5,000
Total Operating Expenses	$ 1,067,413	$ 7,500	$ 1,074,913

Starkville Utilities – Water & Sewer Division
Board Budget Year 2026 (10/2025-9/2026)

Maintenance Expense					
Expensed Materials & Supplies	$	200,000		$	200,000
Chemicals		44,000		$	44,000
Gas & Fuel Expense		50,000		$	50,000
Equipment Repairs & Maintenance		300,000		$	300,000
Aerator Expense		75,000	25,000	$	100,000
Infrastructure Repairs & Maintenance		250,000		$	250,000
Building Repairs & Maintenance		100,000		$	100,000
MSU Pump Operations & Maintenance		310,373		$	310,373
Remote Pump Station Maintenance		40,000		$	40,000
Total Maintenance Expenses	$	1,369,373	$ 25,000	$	1,394,373
Capital Expense					
Asset Purchases - Building & Grounds	$	50,000		$	50,000
Asset Purchases - Equipment & Vehicles		50,000		$	50,000
Capital Projects & Construction		12,776,745		$	12,776,745
Total Capital Expenses	$	12,876,745	$ -	$	12,876,745
Debt Expenses					
Interest Expense on Long-term Debt	$	518,608		$	518,608
Principal Paid on Long-term Debt		658,089		$	658,089
Total Debt Expenses		1,176,697	-	$	1,176,697
				$	-
Total Expenses	**$**	**18,039,463**	**$ 32,500**	$	18,071,963
Total Revenues Over Expenses	**$**	-		**$**	-

AGENDA ITEM DEPT.: Finance & Admin

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** April 7, 2026

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of several

SUBJECT: Consideration and approval of two resolutions of Mayor and Board of Alderman authorizing and approving execution of two equipment – lease purchase agreements with Cadence Equipment Finance, a division of The Huntington National Bank to finance two Front Load Refuse Trucks.

AMOUNT & SOURCE OF FUNDING: 022-322-820-884 $80,000 Budgeted for FY26 actual FY26 expenditures will total $80,218.32 for both trucks.

Annual payment amounts
FY26 $80,218.32
FY27 $160,436.64
FY28 $160,436.64
FY29 $80,218.32
Balloon Payment 5/1/29 of $240,000.00 per Truck – Ingram Agreed to repurchase each truck at end of Lease for $240,000 per Truck

AUTHORIZATION HISTORY:
On April 15, 2025 – City authorized Sanitation Department to advertise for purchase/lease options for Commercial Front Load Garbage Trucks.

On September 16, 2026 – City agreed to a Lease buyback agreement with Ingram Equipment for two 40-yar refuse trucks with financing from Cadence Bank Equipment Finance. Ingram has agreed to buyback the trucks from the City at the end of 3 years for $240,000 each.

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Webb Corban, CFO

FOR MORE INFORMATION CONTACT: Webb Corban, CFO or Chris Smiley, Sanitation and Environmental Services Director.

SUGGESTED MOTION:

Move to approve the resolution of Mayor and Board of Alderman authorizing and approving execution of two equipment – lease purchase agreements with Cadence Equipment Finance, a division of The Huntington National Bank to finance two Front Load Refuse Trucks.

CADENCE Bank IS NOW PART OF Huntington Bank

April 1, 2026

City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

Re: Master Lease No. _____, Schedule No. 70314-018

One (1) New Heil DPHP Front loader on Mack Chassis

Please Find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail it back to:

Cadence Equipment Finance, a division of The Huntington National Bank

Julie Crabtree
17 Hwy 64 E
Alma, AR 72921

*Please be sure to enclose the original Counsel's Opinion Letter along with our original signed documents.

*Please note that Cadence Equipment Finance, a division of The Huntington National Bank must be listed as 1st lienholder on titled vehicles.

If you have any questions or need further assistance, please give **Jonathan King** a call at **228-223-4642**.

Sincerely,

Julie Crabtree
Sales Support
Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

Document	**Instructions**
Purchase Agreement	Page 13 - Sign and Date
Special Stipulations Exhibit A	Sign and Date
Legal Counsel's Opinion Exhibit B	Should be typed on counsel's letterhead Should be the date the Delivery Order is signed
Lease Schedule Exhibit C	1st line - Date 2nd line - Date of Contract C. Insert Buyer's fiscal year E. Insert description of Equipment (if blank) F. Insert location(s) of Equipment Page 2 - Sign and Date
Equipment Acceptance Certificate Exhibit D	4th line - Delivery Order Date 7th line - Date this acceptance signed Sign and Date
Resolution	Section 1. - Name of person authorized to sign Contract and Delivery Order (review, complete, sign and date)
Essential Use Letter	Type on your letterhead. Insert user of the Equipment and the use/purpose of the Equipment
Invoice	__ Advance rental **_x** Payments in arrears
Insurance Certificate or Statement	Send proof of Insurance

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

EQUIPMENT LEASE - PURCHASE AGREEMENT

LESSOR:

CADENCE EQUIPMENT FINANCE,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

LESSEE:

City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

TERMS AND CONDITIONS OF AGREEMENT

1. Agreement.

(a) Lessee requests Candence Equipment Finance, a division of The Huntington National Bank ("Lessor") to acquire the personal property (herein called "Equipment") described in the attached Lease Schedule(s). Lessee agrees to lease with an option to purchase the Equipment from Lessor and Lessor agrees to lease the Equipment to Lessee upon receipt of a duly authorized written acceptance hereof, signed by an authorized officer of Lessor at its principal office, upon the terms and conditions of this Equipment Lease - Purchase Agreement (the "Agreement"). Lessee represents, covenants and warrants, and as requested by Lessor will deliver an opinion of counsel substantially in the form attached as Exhibit B, to the effect, (i) that it is a fully constituted political subdivision or agency of the State of Mississippi (the "State") and is authorized by the Constitution and laws of the State and its own internal or administrative procedure to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, and (ii) that this Agreement has been duly authorized, executed and delivered by Lessee and constitutes a legal, valid and binding agreement enforceable in accordance with its terms. Lessee agrees that it will do or cause to be done all things necessary to preserve and keep this Agreement in full force and effect. Lessee further represents, covenants and warrants that Lessee has complied with all bidding requirements where necessary and by due notification presented this Agreement for approval and adoption as a valid obligation on its part and that Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year. In addition, Lessee represents, covenants and warrants to Lessor that:

(i) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens;

(ii) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future;

(b) Lessee acknowledges that Lessor has agreed to enter into this Agreement on the condition that the interest portions of the Payments as defined in Section 5 hereof shall be deductible from gross income pursuant to Section 103 of the Internal Revenue Code of 1986 and the Regulations thereunder (the "Code") is available. Said exception is subject to certain conditions relating to Lessee's use of the Equipment and to Lessee's issuance of tax-exempt obligations. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code), except for such use as a member of the general public;

(ii) No portion of the Payments as defined in Section 5 hereof: (A) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit (within the meaning of Section 141 of the Code), except for such use as a member of the general public, or by payments in respect of such property; or (B) will be

derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code); and

(iii) No portion of the gross proceeds of this Agreement will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(c) Lessee acknowledges and agrees that the Payments have been calculated by Lessor assuming that the interest portion of each Payment is exempt from federal income taxation. Lessee represents, covenants and warrants that it will do or refrain from doing all things necessary or appropriate to insure that the interest portions of the Payments are exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Section 149(e) of the Code and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code.

(d) In the event that it is determined that any of the interest components of Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Date of Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

(e) Lessee acknowledges that the representations, covenants and warranties set forth in Sections 1(b) and 1(c) shall survive the expiration of this Agreement and that Lessor may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

2. Equipment Delivery and Acceptance. At the request of Lessee, Lessor agrees to order the Equipment which Lessee has described in the Lease Schedule(s) from the supplier of such Equipment but shall not be liable for specific performance of this order. Lessee shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Lessor to add to this Agreement the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Agreement. Lessee shall have thirty (30) days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Certificate in the form attached hereto as Exhibit D. Notice of any defects must be given to Lessor within thirty (30) days of delivery. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of delivery and such acceptance is unreasonably withheld by Lessee, Lessor, at Lessor's option, shall have the right to cancel this Agreement.

3. Warranties. Lessor hereby assigns to Lessee for and during the term of this Agreement all manufacturer warranties and guarantees express or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. LESSOR IS NOT A MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, AND MAKES NO

WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Lessor authorizes Lessee to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Lessor, at its option, may provide in its purchase order that supplier agrees that any of such claims may be made by Lessee directly against suppliers. The obligation of Lessee to pay the Payments as defined in Section 5 below, shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

4. Agreement Term. This Agreement shall become effective upon the execution hereof by Lessor. The initial term of this Agreement shall commence on the date the Equipment is accepted pursuant to Section 2 above, and shall end on the last day of Lessee's current fiscal year. The term of this Agreement may be continued, solely at the option of Lessee, for additional successive one-year renewal terms up to the expiration of the number of periods indicated in Schedule A of the Lease Schedule(s) (hereinafter the "Agreement Term"). At the end of the initial term and at the end of each renewal term until the expiration of the Agreement Term, this Agreement shall be automatically renewed on a year-to-year basis, except as provided for in Section 5 and Section 14 below.

5. Payments.

(a) Lessee agrees to pay to Lessor or its assignee total Payments ("Payments") set forth in Section A of the Lease Schedule(s), including the interest portions thereof, equal to the amount specified therein. Said Payments shall be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). Any notice, invoicing, purchase orders, quotations or other forms or procedures required by Lessee of Lessor as a condition precedent to payment shall be fully explained and provided to Lessor prior to execution of this Agreement. Except as specifically provided in paragraph (c) of this Section, Payments shall be absolute and unconditional in all events and shall not be subject to any set-off, defense or counterclaim.

(b) Lessee reasonably believes that funds can be obtained sufficient to make all Payments during the Agreement Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each biannual or annual budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. It is Lessee's present intent to make Payments for the full Agreement Term if funds are legally available therefor, and in that regard, Lessee represents that the use of the Equipment is essential to its proper efficient and economic operation and that the functions performed by the Equipment could not and will not be transferred to other equipment now available or which may be subsequently acquired for use by Lessee during the Agreement Term.

(c) In accordance with Miss. Code Ann. §§ 31-7-10 and 31-7-13, the following language is hereby added to this Agreement: The continuation of this Agreement is contingent in whole or in part upon the appropriation of funds by Lessee's governing body to make the Payments required hereunder. If Lessee's governing body fails to appropriate sufficient funds to provide for the continuation of the Payments under this Agreement, then the obligations of Lessee to make such Payments and the corresponding provisions of this Agreement shall terminate on the last day of the fiscal year for which appropriations were made.

(d) In the event no funds or insufficient funds are appropriated for Payments and other sums due in any fiscal year under this Agreement, Lessee shall immediately notify Lessor or its assignee of such occurrence and this Agreement shall create no further obligation of Lessee as to such fiscal year and shall be null and void, except as to funds which have been previously appropriated. In such event, this Agreement shall terminate without penalty to Lessee on the last day of the fiscal year for which funds were appropriated. Subsequent to such termination of this Agreement, Lessee shall have no continuing obligation to make Payments under this Agreement. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment.

6. Location. The Equipment shall be delivered and thereafter based at the location specified in the Lease Schedule(s) and shall not be removed therefrom without Lessor's prior written consent.

7. Use; Repairs. Lessee shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

8. Alterations. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be removed without damage to the Equipment.

9. Loss and Damage. Lessee shall bear the entire risk of loss or damage to all Equipment from any cause whatsoever, and no such loss or damage of the Equipment nor defect therein or unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Payments or any other obligation under this Agreement. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor shall:

(a) Replace the same at Lessee's expense with like equipment in good repair; or

(b) Pay Lessor in cash all of the following: (i) all amounts then owed by Lessee to Lessor under the applicable Lease Schedule, and (ii) an amount equal to the Concluding Payment set forth in Schedule A to such Lease Schedule. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said item, in its then condition and location, without warranty expressed or implied.

10. Insurance. Lessee shall, during the Agreement Term, purchase and maintain insurance, or with Lessor's prior written consent may self-insure, covering specifically all Equipment of every description under this Agreement against casualty occurrences, including the perils of FIRE, LIGHTNING, WINDSTORM, HAIL, EXPLOSION, AIRCRAFT, VEHICLES, SMOKE, RIOT, CIVIL COMMOTION, STRIKERS, LOCKED OUT WORKMEN OR THEFT, BURGLARY AND WATER DAMAGE, in an amount equal to the cost of replacement of all Equipment and with a company approved by Lessor and shall carry public liability and property damage insurance sufficient to protect Lessor from liability in all events. The proceeds under this insurance shall be payable to Lessee and Lessor or its assignee as additional insured as their interest may appear under the terms and conditions of this Agreement. Such proceeds shall be available to Lessee for the satisfaction of Lessee's obligations under Section 9 hereof. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor or its assignee a duly authenticated certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

11. Liens and Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. In any event, Lessee shall pay Lessor the amount thereof upon demand whether or not Lessor shall have advanced the funds for Lessee.

12. Indemnity. To the extent permitted by the laws of the State, Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, arising in connection with the Equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

13. Assignment.

(a) Without Lessor's prior consent, Lessee shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the consent of Lessee, assign, in whole or in part, its rights, title and interest in and to this Agreement, and all attachments hereto including Lease Schedule(s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this

Agreement or the Equipment, in whole or in part, and its assignee may reassign this Agreement. Lessee agrees that this Agreement may become part of a pool of contract obligations at Lessor's option, and Lessor or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of Lessor under this Agreement. Lessee shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Agreement and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Agreement, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. **LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, WITHOUT ABATEMENT, DEDUCTION OR SETOFF, ALL AMOUNTS THAT BECOME DUE HEREUNDER.**

14. Purchase Option. At the written request of Lessee, delivered thirty (30) days prior to a Date of Payment as shown on Schedule A to a Lease Schedule, and if Lessee is not on such Date of Payment in default pursuant to any provision of this Agreement, Lessor shall convey all of Lessor's right, title and interest in and to the Equipment described in that Lease Schedule to Lessee upon payment by Lessee of the applicable Concluding Payment and the Base Payment due on such date of Payment. Upon satisfaction by Lessee of such purchase conditions, Lessor shall deliver to Lessee a full release of any right, title or interest of Lessor in and to such Equipment.

15. Taxes on and Title to Equipment. In addition to other payments to be made pursuant to this Agreement, Lessee shall indemnify and hold Lessor harmless from and against, and shall pay Lessor, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any, together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

This Agreement is intended for security. For purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be transferred hereby to Lessee, subject to immediate and automatic reversion to Lessor upon any default by Lessee or upon failure to appropriate sufficient funds in order to make payments required hereunder, unless Lessor otherwise elects in writing.

16. Personal Property. The Equipment is, and shall at all times during the Agreement Term be and remain, personal property.

17. Security Interest. To secure all of its obligations hereunder, Lessee grants to Lessor a first and prior security interest in any and all right and interest of Lessee in the Equipment, this Agreement and Payments due under this Agreement. Lessee agrees that this Agreement may be filed as a financing statement evidencing such security interest, and agrees that Lessor may file financing statements and other instruments necessary or appropriate to evidence such security interest. Lessee further agrees that the Uniform Commercial Code of the State shall apply as between the parties hereto and assignees of Lessor.

18. Events of Default. Lessee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Nonpayment when due or within six (6) days thereafter of any Payment of rent or other sum owing hereunder;

(b) Breach of any other covenant or agreement in this Agreement and the continuance of such breach for a period of 10 consecutive days following Lessee's receipt of written notice thereof from Lessor;

(c) If any representation or warranty made by Lessee or by any agent or representative of Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) If Lessee shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver or if a trustee or receiver shall be appointed for Lessee or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Lessee;

(e) If any order, judgment or decree shall be entered against Lessee by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Lessee or its property whereby any of the Equipment or any substantial part of Lessee's property may be taken or restrained;

(f) If Lessee shall default in the performance of any obligation or in payment of any sum due to Lessor under any other lease, contract, agreement, arrangement or understanding;

(g) If any indebtedness of Lessee for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) If Lessor, in the exercise of reasonable judgment, shall determine that Lessee is generally not paying its debts as such debts become due. In addition, Lessee shall give Lessor 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to all or any items of the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Agreement as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Lessor shall retain its rights to such other remedies as may be set forth in this Agreement.

19. Remedies of Default. Upon the occurrence of any event of default and at any time thereafter, Lessor, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect:

(a) Declare the unpaid principal balance plus accrued interest to date through the end of the then current fiscal year under this Agreement to be immediately due and payable without notice or demand;

(b) Terminate this Agreement as to any or all items of Equipment;

(c) Without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the leased Equipment may be, or is believed to be by Lessor, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property, Lessee hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) Cause Lessee, at Lessee's expense, promptly to return the Equipment to Lessor, at such place as Lessor may designate, in the condition set forth above;

(e) Use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or at any other location without affecting the obligations of Lessee as provided in this Agreement;

(f) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(h) Exercise any and all rights accruing to Lessor under any applicable law upon a default by Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) All unpaid Payments or other sums which are due and payable through the end of the then current fiscal year;

(ii) Any expense paid or incurred by Lessor in connection with the collection of such unpaid Payments and with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and legal expenses, and

(iii) The purchase option price, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise. Additionally, the measure of liquidated damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of this Agreement Term if this Agreement is not assumed by the Lessee in a bankruptcy proceeding. Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto.

None of the remedies of Lessor under this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee agrees to pay Lessor all attorneys' fees and all costs and expenses incurred by Lessor in connection with the enforcement of the terms of this Agreement or any right or remedy hereunder. Any repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar any action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against Lessee shall not bar Lessor's right to repossess any or all items of Equipment. Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Lessor in the event of a default hereunder by Lessee.

20. Amendments and Addendums. This Agreement may be amended or any of its terms modified only by written consent of Lessee and Lessor or its assignee.

In the event Lessee desires to buy other equipment, the parties may execute an addendum to this Agreement with respect to such other equipment by (i) executing a Lease Schedule for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by this Agreement. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

(a) This Agreement, which provides basic terms and conditions;

(b) An executed Lease Schedule and acceptance certificate; and

(c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

21. Notices. All notices to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

23. Governing Law. This Agreement shall be governed by the provisions hereof and by the laws of the State of Mississippi.

24. Delivery of Related Documents. Lessee will execute or provide as required by Lessor, the following documents and information in form and substance satisfactory to Lessor:

(a) Equipment Acceptance Certificate;

(b) Legal opinion of counsel as described in Section 1 above;

(c) Statement of Lessee describing the essential functions and uses of the Equipment;

(d) Documents evidencing title and delivery;

(e) Maintenance contract regarding Equipment, if any;

(f) Uniform Commercial Code Financing Statements;

(g) Certificates of liability and casualty insurance naming Lessor and its assigns as additional insureds;

(h) Invoicing instructions; and

(i) Other documents as reasonably requested by Lessor.

25. Entire Agreement; Waiver. This Agreement, together with the Lease Schedule(s) and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Equipment. Any provisions of this Agreement found to be prohibited by law shall be ineffective

to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

26. Execution in Counterparts; Electronic Transaction. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument. In addition; the parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

[Signature page follows.]

28. Special Stipulations. Any amendment to the terms of this Agreement will be set forth in Exhibit A attached hereto ("Special Stipulations").

LESSOR:
Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

By: _____

Title: _____

Date: _____

LESSEE:
City of Starkville, Mississippi
110 West Main Street
Starkville, MS39759

By: _____

Title: _____

Date: _____

SPECIAL STIPULATIONS

LESSOR: Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

By: _____

Title: _____

Date: _____

LESSEE: City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

By: _____

Title: _____

Date: _____

**** Taxable Transaction - Any tax exempt language in this contract does not apply.**

EXHIBIT A

THIS IS THE FORM TO BE USED FOR A LEGAL OPINION OF THE LESSEE'S LEGAL COUNSEL. IT SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:

Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

Re: Equipment Lease - Purchase Agreement dated _____ and Lease Schedule No. 018 thereto, dated _____, by and between Cadence Equipment Finance, a division of The Huntington National Bank, as Lessor, and City of Starkville, Mississippi , as Lessee.

Ladies and Gentlemen:

I am the attorney for City of Starkville, Mississippi (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement and Lease Schedule No. 018 thereto (together, the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Mississippi, and has a substantial amount of at least one of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. Lessee is authorized by the Constitution and laws of the State of Mississippi to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Mississippi.

7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,

LEASE SCHEDULE NO: 018

Dated as of:_____ To Agreement No:

THIS LEASE SCHEDULE is issued pursuant to an Equipment Lease - Purchase Agreement dated as of _____ (the "Agreement"), between the parties for the acquisition of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Lease Schedule are included in Schedule A. A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as set forth in **Schedule A** hereto. Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of 4% of the payment amount per payment period, based on the amount of any Payments which remain unpaid for fifteen (15) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from _____ to _____.

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: One (1) 2026 Mack TE64R Tractor/Truck (VIN: 1M2TE2GC0VM015958) with Heil DPHP Refuse Bed (S/N: HPS4972940)

EXHIBIT C

F. LOCATION.

110 West Main Street, STARKVILLE, MS 39759.

G. NA.

H. REPRESENTATIONS.

THE TERMS GOVERNING THIS LEASE SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Lease Schedule until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Lease Schedule.

LESSOR:	LESSEE:
Cadence Equipment Finance, a division of The Huntington National Bank 17 Highway 64 East Alma, AR 72921	City of Starkville, Mississippi 110 West Main Street Starkville, MS 39759
By: _____	By: _____
Title: _____	Title: _____

SCHEDULE A

City of Starkville, Mississippi
7334 002-0070314-018
DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate: 4.470%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	04/01/2026	433,979.52	1		
2	Lease Payment	05/01/2026	6,684.86	36	Monthly	04/01/2029
3	Residual	05/01/2029	240,000.00	1		

TValue Amortization Schedule - Normal, 30E3/360

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	04/01/2026					433,979.52
1	05/01/2026	6,684.86		1,616.57	5,068.29	428,911.23
2	06/01/2026	6,684.86		1,597.69	5,087.17	423,824.06
3	07/01/2026	6,684.86		1,578.74	5,106.12	418,717.94
4	08/01/2026	6,684.86		1,559.72	5,125.14	413,592.80
5	09/01/2026	6,684.86		1,540.63	5,144.23	408,448.57
6	10/01/2026	6,684.86		1,521.47	5,163.39	403,285.18
7	11/01/2026	6,684.86		1,502.24	5,182.62	398,102.56
8	12/01/2026	6,684.86		1,482.93	5,201.93	392,900.63
2026 Totals		**53,478.88**	**0.00**	**12,399.99**	**41,078.89**	
9	01/01/2027	6,684.86		1,463.55	5,221.31	387,679.32
10	02/01/2027	6,684.86		1,444.11	5,240.75	382,438.57
11	03/01/2027	6,684.86		1,424.58	5,260.28	377,178.29
12	04/01/2027	6,684.86		1,404.99	5,279.87	371,898.42
13	05/01/2027	6,684.86		1,385.32	5,299.54	366,598.88
14	06/01/2027	6,684.86		1,365.58	5,319.28	361,279.60
15	07/01/2027	6,684.86		1,345.77	5,339.09	355,940.51
16	08/01/2027	6,684.86		1,325.88	5,358.98	350,581.53
17	09/01/2027	6,684.86		1,305.92	5,378.94	345,202.59
18	10/01/2027	6,684.86		1,285.88	5,398.98	339,803.61
19	11/01/2027	6,684.86		1,265.77	5,419.09	334,384.52
20	12/01/2027	6,684.86		1,245.58	5,439.28	328,945.24
2027 Totals		**80,218.32**	**0.00**	**16,262.93**	**63,955.39**	
21	01/01/2028	6,684.86		1,225.32	5,459.54	323,485.70
22	02/01/2028	6,684.86		1,204.98	5,479.88	318,005.82
23	03/01/2028	6,684.86		1,184.57	5,500.29	312,505.53
24	04/01/2028	6,684.86		1,164.08	5,520.78	306,984.75

	Date	Lease Payment	Residual	Interest	Principal	Balance
25	05/01/2028	6,684.86		1,143.52	5,541.34	301,443.41
26	06/01/2028	6,684.86		1,122.88	5,561.98	295,881.43
27	07/01/2028	6,684.86		1,102.16	5,582.70	290,298.73
28	08/01/2028	6,684.86		1,081.36	5,603.50	284,695.23
29	09/01/2028	6,684.86		1,060.49	5,624.37	279,070.86
30	10/01/2028	6,684.86		1,039.54	5,645.32	273,425.54
31	11/01/2028	6,684.86		1,018.51	5,666.35	267,759.19
32	12/01/2028	6,684.86		997.40	5,687.46	262,071.73
2028 Totals		**80,218.32**	**0.00**	**13,344.81**	**66,873.51**	
33	01/01/2029	6,684.86		976.22	5,708.64	256,363.09
34	02/01/2029	6,684.86		954.95	5,729.91	250,633.18
35	03/01/2029	6,684.86		933.61	5,751.25	244,881.93
36	04/01/2029	6,684.86		912.19	5,772.67	239,109.26
Residual	05/01/2029		240,000.00	890.74	239,109.26	0.00
2029 Totals		**26,739.44**	**240,000.00**	**4,667.71**	**262,071.73**	
Grand Totals		**240,654.96**	**240,000.00**	**46,675.44**	**433,979.52**	

EQUIPMENT ACCEPTANCE NOTICE

TO: Cadence Equipment Finance, a division of The Huntington National Bank

RE: Lease Schedule No. 018 dated _____ to Equipment Lease - Purchase Agreement dated _____ (together, the "Agreement"), by and between Cadence Equipment Finance, a division of The Huntington National Bank, as Lessor, and City of Starkville, Mississippi, as Lessee

This is to acknowledge that the delivery and/or installation of the Equipment, described in the above-referenced Lease Schedule has been completed in accordance with the terms of the above-referenced Equipment Lease - Purchase Agreement and that Lessee has duly delivered to and received in proper form all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on _____, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. Said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

City of Starkville, Mississippi

By: _____

Title: _____

Date: _____

THIS IS AN <u>ESSENTIAL USE LETTER.</u>

IT SHOULD BE TYPED ON THE LESSEE'S LETTERHEAD.

Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

RE: Equipment Lease - Purchase Agreement , dated _____ and Lease Schedule No.018, dated _____ (together, the "Agreement")

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the _____. The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include _____ and are deemed to be essential to the efficient operation of the _____.

Sincerely,

DISBURSEMENT REQUEST

Pursuant to that certain Master Contract No. [illegible] dated effective _____ between City of Starkville, Mississippi and CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK, the parties hereto hereby request disbursement of funds in the amount and manner described below.

Please disburse to: Ingram Equpment Company

Amount to disburse: $433,979.52

Form of disbursement: Wire

IN WITNESS WHEREOF: the parties hereto have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of the date first written above.

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT - LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK

WHEREAS, Mayor and Board of Aldermen (the "Governing Body") of City of Starkville, Mississippi (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of The Huntington National Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").

2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and _____ (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year _____.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or

appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____ seconded the motion for its adoption. The _____ put the question to a roll call vote and the result was as follows:

_____ Voted: _____

_____ Voted: _____

_____ Voted: _____

_____ Voted: _____

_____ Voted: _____

_____ Voted: _____

_____ Voted: _____

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the _____ day of _____, _____.

_____
(Signature)

ATTEST:

_____

(SEAL)

7334

002-0070314-018

TO BE COMPLETED BY INSURANCE AGENT

CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT

This is to certify that the polices enumerated below have been issued to the Named Insured (Lessee).

City of Starkville, Mississippi

110 West Main Street

Starkville, MS 39759

Description of Property Financed to above Named Insured by Lessor named below (Lessor) includes the following:

One (1) 2026 Mack TE64R Tractor/Truck (VIN: 1M2TE2GC0VM015958) with Heil DPHP Refuse Bed (S/N: HPS4972940)

Lessee shall maintain:
ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s). Including Cadence Equipment Finance, a division of The Huntington National Bank (Lessor) as LOSS PAYEE, and an endorsement or certificate issued to Lessor stating that payment of any loss will be made to Cadence Equipment Finance, a division of The Huntington National Bank and the Lessee.

Policy Number _____
Insurance Company _____
Policy Period Effective Date_____ Expiration Date _____
Amount of Insurance _____ Deductible (if any) 5,000 (MAX)_____

The above policy(s) will not be altered or cancelled by the insurer without ten (10) days prior written notice to: Cadence Equipment Finance, a division of The Huntington National Bank
P.O. Box 863299
Plano, TX 75086

This Certificate of Insurance Protection will serve as evidence of required coverage by the Lessee until certificates and/or endorsements are issued directly to Cadence Equipment Finance, a division of The Huntington National Bank. Please forward to CEF via email: CEFinfo@cadencebank.com or fax: 800-322-1611

Name and address of AUTHORIZED REPRESENTATIVE

_____

_____

_____ _____ _____
(SIGNATURE OF INSURANCE REPRESENTATIVE) DATE PHONE

Cadence Equipment Finance, a division of The Huntington National Bank

Authorization Agreement for Direct Payment (ACH Debits)

I (We) hereby authorize Cadence Equipment Finance, a division of The Huntington National Bank to initiate debit entries to my (our) checking account indicated below at Depository named below to debit the same to such account.

Customer Name City of Starkville, Mississippi

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

Please provide the contract number*** to which this payment will be applied:

Contract Number 002-0070314-018 Payment Amount $ **6,684.86 monthly**

This authorization is to remain in full force and effect until the Bank listed above or Cadence Equipment Finance, a division of The Huntington National Bank has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) _____ Signature _____
(Please Print)

_____ Signature _____
(Please Print)

Date _____

******Please note that for each contract individually, a form must be filled out and signed******

NOT REQUIRED

CADENCE Bank IS NOW PART OF Huntington Bank

April 1, 2026

City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

Re: Master Lease No. 7334, Schedule No. 70314-019

One (1) New Heil DPHP Front loader on Mack Chassis

Please Find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail it back to:

Cadence Equipment Finance, a division of The Huntington National Bank

Julie Crabtree
17 Hwy 64 E
Alma, AR 72921

*Please be sure to enclose the original Counsel's Opinion Letter along with our original signed documents.

*Please note that Cadence Equipment Finance, a division of The Huntington National Bank must be listed as 1st lienholder on titled vehicles.

If you have any questions or need further assistance, please give **Jonathan King** a call at **228-223-4642**.

Sincerely,

Julie Crabtree
Sales Support
Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

Document	**Instructions**
Special Stipulations	Sign and Date
Exhibit A	
Legal Counsel's Opinion	Should be typed on counsel's letterhead
Exhibit B	Should be the date the Delivery Order is signed
Lease Schedule Exhibit C	1st line - Date 2nd line - Date of Contract C. Insert Buyer's fiscal year E. Insert description of Equipment (if blank) F. Insert location(s) of Equipment Page 2 - Sign and Date
Equipment Acceptance Certificate Exhibit D	4th line - Delivery Order Date 7th line - Date this acceptance signed Sign and Date
Resolution	Section 1. - Name of person authorized to sign Contract and Delivery Order (review, complete, sign and date)
Essential Use Letter	Type on your letterhead. Insert user of the Equipment and the use/purpose of the Equipment
Invoice	__ Advance rental _**x** Payments in arrears
Insurance Certificate or Statement	Send proof of Insurance

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

SPECIAL STIPULATIONS

LESSOR: Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

By: _____

Title: _____

Date: _____

LESSEE: City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

By: _____

Title: _____

Date: _____

**** Taxable Transaction - Any tax exempt language in this document does not apply.**

EXHIBIT A

THIS IS THE FORM TO BE USED FOR A LEGAL OPINION OF THE LESSEE'S LEGAL COUNSEL. IT SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:

Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

Re: Equipment Lease - Purchase Agreement dated _____ and Lease Schedule No. 019 thereto, dated _____, by and between Cadence Equipment Finance, a division of The Huntington National Bank, as Lessor, and City of Starkville, Mississippi , as Lessee.

Ladies and Gentlemen:

I am the attorney for City of Starkville, Mississippi (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement and Lease Schedule No. 019 thereto (together, the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Mississippi, and has a substantial amount of at least one of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. Lessee is authorized by the Constitution and laws of the State of Mississippi to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Mississippi.

7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,

LEASE SCHEDULE NO: 019

Dated as of:_____ To Agreement No: 7334

THIS LEASE SCHEDULE is issued pursuant to an Equipment Lease - Purchase Agreement dated as of _____ (the "Agreement"), between the parties for the acquisition of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Lease Schedule are included in Schedule A. A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as set forth in **Schedule A** hereto. Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of 4% of the payment amount per payment period, based on the amount of any Payments which remain unpaid for fifteen (15) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from _____ to _____.

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: One (1) 2026 Mack TE64R Tractor/Truck (VIN: 1M2TE2GC9VM015957) with Heil DPHP Refuse Bed (S/N: HPS4972955)

EXHIBIT C

F. LOCATION.

110 West Main Street, STARKVILLE, MS 39759.

G. NA

H. REPRESENTATIONS.

THE TERMS GOVERNING THIS LEASE SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Lease Schedule until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Lease Schedule.

LESSOR:	LESSEE:
Cadence Equipment Finance, a division of The Huntington National Bank 17 Highway 64 East Alma, AR 72921	City of Starkville, Mississippi 110 West Main Street Starkville, MS 39759
By: _____	By: _____
Title: _____	Title: _____

SCHEDULE A

City of Starkville, Mississippi
7334 002-0070314-019

DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate: 4.470%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	04/01/2026	433,979.52	1		
2	Lease Payment	05/01/2026	6,684.86	36	Monthly	04/01/2029
3	Residual	05/01/2029	240,000.00	1		

TValue Amortization Schedule - Normal, 30E3/360

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	04/01/2026					433,979.52
1	05/01/2026	6,684.86		1,616.57	5,068.29	428,911.23
2	06/01/2026	6,684.86		1,597.69	5,087.17	423,824.06
3	07/01/2026	6,684.86		1,578.74	5,106.12	418,717.94
4	08/01/2026	6,684.86		1,559.72	5,125.14	413,592.80
5	09/01/2026	6,684.86		1,540.63	5,144.23	408,448.57
6	10/01/2026	6,684.86		1,521.47	5,163.39	403,285.18
7	11/01/2026	6,684.86		1,502.24	5,182.62	398,102.56
8	12/01/2026	6,684.86		1,482.93	5,201.93	392,900.63
2026 Totals		**53,478.88**	**0.00**	**12,399.99**	**41,078.89**	
9	01/01/2027	6,684.86		1,463.55	5,221.31	387,679.32
10	02/01/2027	6,684.86		1,444.11	5,240.75	382,438.57
11	03/01/2027	6,684.86		1,424.58	5,260.28	377,178.29
12	04/01/2027	6,684.86		1,404.99	5,279.87	371,898.42
13	05/01/2027	6,684.86		1,385.32	5,299.54	366,598.88
14	06/01/2027	6,684.86		1,365.58	5,319.28	361,279.60
15	07/01/2027	6,684.86		1,345.77	5,339.09	355,940.51
16	08/01/2027	6,684.86		1,325.88	5,358.98	350,581.53
17	09/01/2027	6,684.86		1,305.92	5,378.94	345,202.59
18	10/01/2027	6,684.86		1,285.88	5,398.98	339,803.61
19	11/01/2027	6,684.86		1,265.77	5,419.09	334,384.52
20	12/01/2027	6,684.86		1,245.58	5,439.28	328,945.24
2027 Totals		**80,218.32**	**0.00**	**16,262.93**	**63,955.39**	
21	01/01/2028	6,684.86		1,225.32	5,459.54	323,485.70
22	02/01/2028	6,684.86		1,204.98	5,479.88	318,005.82
23	03/01/2028	6,684.86		1,184.57	5,500.29	312,505.53
24	04/01/2028	6,684.86		1,164.08	5,520.78	306,984.75

	Date	Lease Payment	Residual	Interest	Principal	Balance
25	05/01/2028	6,684.86		1,143.52	5,541.34	301,443.41
26	06/01/2028	6,684.86		1,122.88	5,561.98	295,881.43
27	07/01/2028	6,684.86		1,102.16	5,582.70	290,298.73
28	08/01/2028	6,684.86		1,081.36	5,603.50	284,695.23
29	09/01/2028	6,684.86		1,060.49	5,624.37	279,070.86
30	10/01/2028	6,684.86		1,039.54	5,645.32	273,425.54
31	11/01/2028	6,684.86		1,018.51	5,666.35	267,759.19
32	12/01/2028	6,684.86		997.40	5,687.46	262,071.73
2028 Totals		**80,218.32**	**0.00**	**13,344.81**	**66,873.51**	
33	01/01/2029	6,684.86		976.22	5,708.64	256,363.09
34	02/01/2029	6,684.86		954.95	5,729.91	250,633.18
35	03/01/2029	6,684.86		933.61	5,751.25	244,881.93
36	04/01/2029	6,684.86		912.19	5,772.67	239,109.26
Residual	05/01/2029		240,000.00	890.74	239,109.26	0.00
2029 Totals		**26,739.44**	**240,000.00**	**4,667.71**	**262,071.73**	
Grand Totals		**240,654.96**	**240,000.00**	**46,675.44**	**433,979.52**	

EQUIPMENT ACCEPTANCE NOTICE

TO: Cadence Equipment Finance, a division of The Huntington National Bank

RE: Lease Schedule No. 019 dated _____ to Equipment Lease - Purchase Agreement dated _____ (together, the "Agreement"), by and between Cadence Equipment Finance, a division of The Huntington National Bank, as Lessor, and City of Starkville, Mississippi, as Lessee

This is to acknowledge that the delivery and/or installation of the Equipment, described in the above-referenced Lease Schedule has been completed in accordance with the terms of the above-referenced Equipment Lease - Purchase Agreement and that Lessee has duly delivered to and received in proper form all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on _____, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. Said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

City of Starkville, Mississippi

By: _____

Title: _____

Date: _____

THIS IS AN <u>ESSENTIAL USE LETTER.</u>

IT SHOULD BE TYPED ON THE LESSEE'S LETTERHEAD.

Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

RE: Equipment Lease - Purchase Agreement 7334, dated _____ and Lease Schedule No.019, dated _____ (together, the "Agreement")

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the _____. The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include _____ and are deemed to be essential to the efficient operation of the _____.

Sincerely,

DISBURSEMENT REQUEST

Pursuant to that certain N□□□M□□□□□□□□□□□□□□□ Contract No. □□□□□□□□□□□□□□□□ dated effective _____ between City of Starkville, Mississippi and CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK, the parties hereto hereby request disbursement of funds in the amount and manner described below.

Please disburse to: Ingram Equpment Company

Amount to disburse: $433,979.52

Form of disbursement: Wire

IN WITNESS WHEREOF: the parties hereto have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of the date first written above.

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT - LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK

WHEREAS, Mayor and Board of Aldermen (the "Governing Body") of City of Starkville, Mississippi (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of The Huntington National Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").

2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and _____ (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year _____.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or

appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____ seconded the motion for its adoption. The _____ put the question to a roll call vote and the result was as follows:

_____ Voted: _____

_____ Voted: _____

_____ Voted: _____

_____ Voted: _____

_____ Voted: _____

_____ Voted: _____

_____ Voted: _____

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the _____ day of _____, _____.

_____
(Signature)

ATTEST:

_____

(SEAL)

7334

002-0070314-019

TO BE COMPLETED BY INSURANCE AGENT

CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT

This is to certify that the polices enumerated below have been issued to the Named Insured (Lessee).

City of Starkville, Mississippi

110 West Main Street

Starkville, MS 39759

Description of Property Financed to above Named Insured by Lessor named below (Lessor) includes the following:

One (1) 2026 Mack TE64R Tractor/Truck (VIN: 1M2TE2GC9VM015957) with Heil DPHP Refuse Bed (S/N: HPS4972955)

Lessee shall maintain:
ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s). Including Cadence Equipment Finance, a division of The Huntington National Bank (Lessor) as LOSS PAYEE, and an endorsement or certificate issued to Lessor stating that payment of any loss will be made to Cadence Equipment Finance, a division of The Huntington National Bank and the Lessee.

Policy Number _____
Insurance Company _____
Policy Period Effective Date_____ Expiration Date _____
Amount of Insurance _____ Deductible (if any) 5,000 (MAX)____

The above policy(s) will not be altered or cancelled by the insurer without ten (10) days prior written notice to: Cadence Equipment Finance, a division of The Huntington National Bank
P.O. Box 863299
Plano, TX 75086

This Certificate of Insurance Protection will serve as evidence of required coverage by the Lessee until certificates and/or endorsements are issued directly to Cadence Equipment Finance, a division of The Huntington National Bank. Please forward to CEF via email: CEFinfo@cadencebank.com or fax: 800-322-1611

Name and address of AUTHORIZED REPRESENTATIVE

_____

_____

_____ _____ _____
(SIGNATURE OF INSURANCE REPRESENTATIVE) DATE PHONE

Cadence Equipment Finance, a division of The Huntington National Bank

Authorization Agreement for Direct Payment (ACH Debits)

I (We) hereby authorize Cadence Equipment Finance, a division of The Huntington National Bank to initiate debit entries to my (our) checking account indicated below at Depository named below to debit the same to such account.

Customer Name City of Starkville, Mississippi

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

Please provide the contract number*** to which this payment will be applied:

Contract Number 002-0070314-019 Payment Amount $ **6,684.86 monthly**

This authorization is to remain in full force and effect until the Bank listed above or Cadence Equipment Finance, a division of The Huntington National Bank has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) _____ Signature _____
(Please Print)

_____ Signature _____
(Please Print)

Date _____

******Please note that for each contract individually, a form must be filled out and signed******

NOT REQUIRED

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Fire Department
DATE: April 7, 2026

SUBJECT: Request authorization to declare the repairs to Engine 4 as an emergency under Mississippi State Statute Section 31-7-13 and approve the additional repair costs associated with the replacement of brake shoes and drums at Tag Truck Center, as necessary to restore the apparatus to safe and operational condition. At a cost of $5,504.81.

AMOUNT & SOURCE OF FUNDING $5,504.81 (001-261-630-360) Repairs & Maint.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Dewayne Davis, Fire Chief

FOR MORE INFORMATION CONTACT: Dewayne Davis 662-694-3576

Pursuant to **Mississippi State Statute Section 31-7-13**, this situation qualifies as an emergency purchase.

The statute defines an emergency as circumstances where:

- *"The immediate restoration of a condition of usefulness of any public equipment appears advisable,"* and
- *"When the delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities, its employees or its citizens."*

The failure of critical braking components in a frontline fire apparatus constitutes a condition that directly affects public safety and emergency response capability. Delaying repairs to seek additional bids would extend the unit's downtime and adversely impact fire protection services.

SUGGESTED MOTION: Move approval to declare the repairs to Engine 4 as an emergency under Mississippi State Statute Section 31-7-13 and approve the additional repair costs associated with the replacement of brake shoes and drums at Tag Truck Center, as necessary to restore the apparatus to safe and operational condition. At a cost of $5,504.81.

LONESTAR TRUCK GROUP TAG TRUCK CENTER
TNTXTRUCK.com

ABILENE, TX	ALBUQUERQUE, NM	BRYAN, TX	CALVERT CITY, KY
EL DORADO, AR	FARMINGTON, MO	FARMINGTON, NM	JACKSON, MO
JACKSON, TN	JONESBORO, AR	MEMPHIS, TN	PARIS, TX
POPLAR BLUFF, MO	SAN ANGELO, TX	SHREVEPORT, LA	SIKESTON, MO
SPRINGFIELD, MO	TEMPLE, TX	TEXARKANA, TX	TUPELO, MS
TYLER, TX	WACO, TX	WEST MEMPHIS, AR	WICHITA FALLS, TX

TAG Truck Center of Tupelo
4600 MCCULLOUGH BLVD TUPELO, MS 38804
P: (662) 844-3262 Dealer Code: AUHD

SERVICE INVOICE: R680087272:01
ESTIMATE: E680040399
TAG NUMBER: 125
LICENSE PLATE NUMBER:

BILL TO
CITY OF STARKVILLE - 2057234
506 DR DL CONNER DR
STARKVILLE MS 39759
P: (662) 323-2652

DELIVER TO
CITY OF STARKVILLE - 2057234
506 DR DL CONNER DR
STARKVILLE MS 39759
P: (662) 323-2652

Customer Phone: (662) 323-2652

DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER PO#
3/3/2026 3:35:20PM	3/20/2026	SCC	ANDREA	IBS	H-21736

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	ENGINE SERIAL #	ODOMETER
2020	Rosenbauer	Firetruck	54F2FB61XLWM12661	ENG 4		5/1/2020	74642190	32,463

Operations

JOB# 1 EXPRESS ASSESSMENT — **CUSTOMER PAY**

CLAIM NUMBER#

COMPLAINT: OIL LEAK - CHECK PREVIOUS REPAIR IN HARD CARD

CAUSE: ST0336

CORRECTION: PULLED UNIT IN SHOP AND CHOCK WHEELS, RAN UNIT AND CHECKED FOR OIL LEAKS, FOUND INJECTOR HARNESS PASSTHRUE CONNECTORS LEAKING OIL, REMOVED EGR CROSSOVER AND VALVE, DISCONNECTED CAC PIPE AND REMOVED INTAKE CONNECTION, REMOVED CRANKECASE BREATHER AND NOX SENSOR, REMOVED VALVE COVER AND BOTH JAKE BRAKES, REPLACED ALL 3 INJECTOR HARNESSES AND CLEANED SEALING SURFACES, INSTALLED VALVE COVER WITH NEW GASKET AND ASSEMBLED ALL OTHER REMOVED PARTS WITH NEW GASKETS, STEAM CLEANED ENGINE AFTER REPAIR AND LET ENGINE RUN TO CHECKE FOR LEAKS,CHECKED FOR LEAKS AND FOUND NO FAULT.

STATUS	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
SOLD	1	680C/5295436	GASKET,CONNECTION	6.61	6.61
SOLD	2	680X/TEC-A-BRAKE	BRAKE PARTS CLEANER	5.40	10.80
SOLD	1	680C/3959798	GASKET,VALVE COVER	58.54	58.54
SOLD	1	680C/5272959	GASKET,RKR LEVER H	24.71	24.71
SOLD	1	680C/5253019	GASKET,EXH GAS RCN	15.60	15.60
SOLD	2	680C/4932615	GASKET,CONNECTION	4.60	9.20
SOLD	3	680C/4934545	HARNESS,WIRING	111.65	334.95
SOLD		C	RO BIN		
SOLD	10	680F/23-13482-002	TIE-FIR TREE MTD 6.5-7.0MM FT7	0.65	6.50
SOLD		LABOR			1,290.00
SOLD		SOFTW	Technology Charge		0.00

SERVICE INVOICE: R680087272:01

ESTIMATE: E680040399

SOLD Prepay: 0.00 Parts: 466.91 Labor: 1,290.00 Misc: 0.00 Sublet: 0.00 Subtotal: 1,756.91

Job # Subtotal: 1,756.91

JOB# 2 CHASSIS COMPLAINT

CUSTOMER PAY

CLAIM NUMBER#

COMPLAINT: A/C BLOWING HOT

CAUSE:

CORRECTION:

STATUS	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
SOLD		LABOR			0.00

SOLD Prepay: 0.00 Parts: 0.00 Labor: 0.00 Misc: 0.00 Sublet: 0.00 Subtotal: 0.00

Job # Subtotal: 0.00

TAG Truck Center of Tupelo
4600 MCCULLOUGH BLVD TUPELO, MS 38804
P: (662) 844-3262 Dealer Code: AUHD

SERVICE INVOICE: R680087272:01

ESTIMATE: E680040399

We really do appreciate your business.
Visit our new location at 4600 McCullough Blvd

TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES

1. Disclaimer for Labor. Seller disclaims all warranties, either express or implied, for labor performed in the repair of Owner's vehicle; however, notwithstanding the foregoing, Seller shall warranty its labor for a period of ninety (90) days next following the date of such repair.
2. Disclaimer for Parts. Any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts.
3. Parts Return Policy. Special order electrical parts require a deposit and are not returnable. All returnable parts are subject to the manufacturer's warranty and a fifteen percent (15%) restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. We hereby certify that all parts were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of wage and hour division issued under section 14 thereof.
4. Terms. Strictly cash unless arrangements made. Open account terms: Net 10th prox. All invoices remaining unpaid 30 days from the date of statement they appear on are subject to late charge of 1-1/2% per month.
5. Mechanic's Lien Notice. Failure to pay invoice places any vehicles worked on subject to repossession under §9.609, Texas Business and Commerce Code.

Parts:	**$2,394.81**
Labor:	**$2,860.00**
Sublet:	**$0.00**
Misc:	**$0.00**
PrePay:	**$0.00**
Shop Supplies:	**$250.00**
Diagnostics:	**$0.00**
Taxes:	**$0.00**
Total:	**$5,504.81**

AUTHORIZED BY: _____ DATE: _____

PRINT: _____ EMAIL: C.PERKINS@CITYOFSTARKVILL.ORG

Please Remit to:
Interstate Billing Service
PO Box 2208
Decatur, Al 35609-2208

RE: IBS Account # 866432

TAG Truck Center of Tupelo
4600 MCCULLOUGH BLVD TUPELO, MS 38804
P: (662) 844-3262 Dealer Code: AUHD

SERVICE INVOICE: R680087272:01

ESTIMATE: E680040399

JOB# 4 OTHER ENGINE COMPLAINT

CUSTOMER PAY

CLAIM NUMBER#

COMPLAINT: REPLACE FUEL FILTERS AND DEF FILTER

CAUSE:

CORRECTION: CHANGED FUEL FILTERS COULD NOT GET DEF FILTER OUT, DEF FILTER PULLED APART ANF THE TOP OF THE FILTER WAS STUCK IN PUMP, I REMOVED PUMP FOR ACCESS AND GOT TOP OF FILTER OUT OF PUMP, INSTALLED NEW FILTER AND INSTALLED DEF PUMP.

STATUS	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
SOLD	1	680V/FG FF63054NN	FUEL FILTER	72.72	72.72
SOLD	1	680V/FG UF106	UREA FILTER	246.45	246.45
SOLD	1	680V/FG FS1098	FILTER - FUEL/WATER SEPERATOR,	112.40	112.40
SOLD		LABOR			270.00

SOLD Prepay: 0.00 Parts: 431.57 Labor: 270.00 Misc: 0.00 Sublet: 0.00 Subtotal: 701.57

Job # Subtotal: 701.57

JOB# 5 FREE COURTESY PRE-INSPECTION

CUSTOMER PAY

CLAIM NUMBER#

COMPLAINT: FREE COURTESY PRE-INSPECTION **

CAUSE:

CORRECTION: COMPLETED INSPECTION AND FOUND NO FAULT.

STATUS	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
SOLD		LABOR			0.00

SOLD Prepay: 0.00 Parts: 0.00 Labor: 0.00 Misc: 0.00 Sublet: 0.00 Subtotal: 0.00

Job # Subtotal: 0.00

TAG Truck Center of Tupelo
4600 MCCULLOUGH BLVD TUPELO, MS 38804
P: (662) 844-3262 Dealer Code: AUHD

SERVICE INVOICE: R680087272:01

ESTIMATE: E680040399

JOB# 3 CHASSIS COMPLAINT

CUSTOMER PAY

CLAIM NUMBER#

COMPLAINT: BRAKE ISSUE - AFTER SITS ABOUT 20 MINS BRAKES WONT RELEASE

CAUSE:

CORRECTION: CHECKED AND FOUND BRAKES SLOW TO RELEASE, I GREASED SLACK ADJUSTER AND SCAM TUBES, ACTUATED BRAKES NUMEROUS TIMES, BRAKES RELEASE AS THEY SHOULD,AFTER SITTING THE BRAKES WERE SLOW TO RELEASE, PULLED BOTTOM BRAKE PLEATS ON REAR BRAKESAND CHECKED BRAKES ARE LOW BUT NOT CAMMING OVER ERLEASED PARKING BRAKE AND CHECKED FOR AIR AT CHAMBER HAD AIR AND BRAKES RELEASED STARTED ENGINE AND BUILTED AIR GOT ON THE FOOT VALVE HARD UNTIL BRAKES HUNG COULD PULL SLACK ADJUSTERS BACK BY HAND IS NOT AN AIR PROBLEM NEEDS REAR S CAMES CLEANED UP AND REAR BRAKES AND DRUMS PARTS COULD LOOK UP PARTS WILL NEED TO PULL BRAKES AND DRUMS TO GET PARTS ON THE ESTIMATE.LIFTED TRUCK IN AIR, PUT ON JACK STAMDS, PULLED WHEELS AND TIRES, PULLED BRAKE DRUMS AND BRAKES,PULLED AND REPLACED RIGHT AND LEFT REAR BRAKES, BUSHINGS AND LEFT DRUM PUT TIRES AND WHEELS BACK ON PUT HUBCAP MOUNTING BRACKET AND HUBCAP AND LUG NUT COVERS BACK ON ADJUSTED LEFT REAR BRAKES,INSTALLED THE NEW DRUM ON THE RIGHT REAR PUT THE TIRES AND WHEELS, HUB CAP MOUNT BRACKET; HUB CAP AND LUG NUT COVERS BACK ON GOT THE TRUCK OFF OF THE STANDS AND LET SET WITH PARKING BRAKE LOCKED WILL CHECK LATER TURNED CORES IN TO PARTS DEPARTMENT AND GOT CORE STAMP PUT THE OLD DRUMS IN THE SCRAP METAL CLEANED SHOP BAY

STATUS	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
SOLD	3	680X/CHASSIS GREASE SHOP	GREASE PER POUND - 120 LB KEG	6.21	18.63
SOLD	2	680V/WWD 66661B	BRAKE DRUM 16.50 X 7.0 BAL.	529.22	1,058.44
SOLD	2	680V/TDA XK23014515PC	SERVICE BRAKE SHOE AND LINING	209.63	419.26
SOLD	2	680V/TDA XK23014515PC-CORE	SERVICE BRAKE SHOE AND LINING	480.00	960.00
SOLD	-2	680V/TDA XK23014515PC-CORE	SERVICE BRAKE SHOE AND LINING	480.00	-960.00
SOLD		LABOR			1,300.00

SOLD Prepay: 0.00 Parts: 1,496.33 Labor: 1,300.00 Misc: 0.00 Sublet: 0.00 Subtotal: 2,796.33

Job # Subtotal: 2,796.33

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Fire Department
AGENDA DATE: April 7, 2026
PAGE: 1

SUBJECT: Request permission to apply for 2026 Firehouse Subs Public Safety Foundation Grant. The amount of this grant will be approximately $35,778.73. The Turnouts will be purchased upfront and SFD will be reimbursed 100%.

This grant will be used to purchase 7 full sets of Firefighting Turnout gear.

AMOUNT & SOURCE OF FUNDING This grant will be 100% reimbursed.

AUTHORIZATION HISTORY:

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REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Dewayne Davis, Fire Chief

FOR MORE INFORMATION CONTACT: Dewayne Davis 662-694-3576

SUGGESTED MOTION: Move for approval to apply for a Firehouse Subs Public Safety Foundation Grant. The amount of this grant will be approximately $35,778.73. The Turnouts will be purchased upfront and SFD will be reimbursed 100%.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 7, 2026

SUBJECT:

Request authorization to promote Alex Bishop to Commercial Driver I in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Alex Bishop - Annual Salary of $43,430.40 ($20.88 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

The position includes a step progression; whereas, the starting salary is equivalent to a Residential Driver I. The step progression is tied to time, training, and performance in the position of at least a three (3) to six (6) month period. Upon successful completion of the criteria for the step progression, the incumbent may receive a step progression with a salary increase equivalent to the salary for a Commercial Driver I.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Renardo Prater.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director
Stacy L. Cobbins, Director of Human Resources

SUGGESTED MOTION

Move approval to promote Alex Bishop to Commercial Driver I in the Sanitation & Environmental Services Department.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resources
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: April 07, 2026**

SUBJECT:

Request authorization to hire Daniel Triplett as Foreman I in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Daniel Triplett - Annual Salary of $47,840.00 ($23.00 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

This is a replacement position held by James Yarbrough who resigned.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director
Stacy L. Cobbins, Director of Human Resources

SUGGESTED MOTION

Move approval to hire Daniel Triplett as Foreman in the Sanitation & Environmental Services Department.

SUBJECT:

Request authorization to hire Edward Cole Bush as Reserve Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Edward Cole Bush – This position will be compensated based on actual hours worked, not to exceed twenty (20) hours per week, at a rate of $25.00 per hour. **The position is eligible for Employer PERS benefits as the candidate is already a member of the PERS system.**

LINE ITEM

Budgeted from line item # 001-201-440-108

AUTHORIZATION HISTORY:

This is a replacement position previously held by Tyrone Haslett who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Chief Mark Ballard, Chief of Police

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard, Chief of Police
Stacy L. Cobbins, Director of Human Resources

SUGGESTED MOTION:

Move approval to hire Edward Cole Bush as Reserve Police Officer in the Starkville Police Department.

SUBJECT:

Request authorization to hire Michael D. Jones as an Assistant General Manager in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Michael D. Jones – Exempt salary for the position of Assistant General Manager for the Starkville Utilities Department at $155,396.80 ($74.71 per hour) based on 2080 hours.

FISCAL NOTE:
Funds are included in the fiscal year 2026/2026 budget.
60% of pay from Electric Division 1.920.00
40% of pay from Water Division 2.604.50.

AUTHORIZATION HISTORY:

This is a replacement for the Assistant General Manager position previously held by John Scott who retired effective April 3, 2025.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Stacy L. Cobbins, Director of Human Resources

SUGGESTED MOTION:

Move approval to hire Michael D. Jones as an Assistant General Manager in the Starkville Utilities Department.

MICHAEL D. JONES

317 Walnut Road, Starkville Ms 39759 · 662-386-7259
Jonesm.4co@gmail.com

I am a Professional Engineer with 28 years of experience at an electrical distribution cooperative. In that time, I have progressively increased in management. I also have 3 years of experience with Tronox. My particular passion is developing a cohesive team by building up co-workers, assisting in their development, and promoting an environment of trust.

EXPERIENCE

2024 – CURRENT

ASSET IMPROVEMENT ENGINEER, TRONOX

As an Asset Improvement Engineer, I have been responsible for developing/updating standards, evaluating electrical equipment, developing Five Year Plans for the replacement on equipment which is in deteriorated state, managing projects through the ideation to preliminary design phases, and developing preventive maintenance routines. I also serve as an electrical engineering advisor to project engineers and operations/maintenance personnel.

2023 – 2024

PROJECT ENGINEER, TRONOX

As a Project Engineer, I managed multiple projects through the final design, implementation, and closeout stages. I have served in a support role to many other projects managed by other Project Managers.

2019 – 2023

MANAGER OF ENGINEERING, 4-COUNTY ELECTRIC POWER ASSOCIATION

As Manager of Engineering, I was responsible for multiple departments including Distribution Engineering, Substation & Apparatus, Metering, Outage Dispatching, and Vegetation Management. I have also been heavily involved in Economic Development. One of my key achievements was developing a levelized budget based on plant value, depreciation, growth, and system improvement.

2005 – 2019

OPERATIONS ENGINEER, 4-COUNTY ELECTRIC POWER ASSOCIATION

As Operations Engineer, I was responsible for multiple departments including Substation & Apparatus, Metering, and Outage Dispatching. In this role, I coordinated large projects such as substation construction. I set up a system of inter-checks to discover and eliminate metering errors. I streamlined the substation maintenance process and reduced the amount of maintenance by cost justifying low maintenance devices. In this role, I oversaw the design, construction, and commissioning of multiple substations.

1994 – 2005

SYSTEM ENGINEER, 4-COUNTY ELECTRIC POWER ASSOCIATON

I began this role as an entry level engineer where I developed skills associated with performing maintenance, testing, evaluating, and programming controls for electrical equipment such as reclosers, breakers, capacitor, and transformers. I also grew into supervising the Substation & Apparatus Department. During this time, I converted our substation protection design from electromechanical relays to microprocessor relay. This greatly reduced initial and reoccurring costs. I also assisted with the construction of several distribution substation.

EDUCATION

MAY 1994

BACHELOR'S DEGREE ELECTRICAL ENGINEERING, MISSISSIPPI STATE UNIVERSITY

I graduated with a 3.6 GPA in Electrical Engineering with my focus being in Power Systems.

ACCOMPLISHMENTS & DEVELOPMENT

JANUARY 1999

PROFESSIONAL ENGINEER, MISSISSIPPI STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SUVEYORS

NOVEMBER 2021

MANAGEMENT INTERNSHIP PROGRAM, THE NATIONAL RURAL ELECTRIC COOPERATIVE ASSOCIATION

DECEMBER 2015

CERTIFIED POWER EXECUTIVE PROGRAM, THE TENNESSEE VALLEY PUBLIC POWER ASSOCIATION

SKILLS

- Strong Understanding of Electrical Power Systems
- Team Builder
- Employee Developer
- Effective Communicator
- Project Management

ACTIVITIES

Outside of my professional life, I am heavily involved in church activities. I particularly enjoy teaching others. I find teaching to be an excellent way to develop my own understanding and build personal relationships. I also enjoy carpentry.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resources
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: April 7, 2026**

SUBJECT:

Request authorization to hire Jarreick Jenkins and Ryan Minor as Street Maintenance Worker I in the Street Department.

AMOUNT & SOURCE OF FUNDING:
Funds are included in the fiscal year 2025/2026 budget.

Jarreick Jenkins – Street Maintenance Worker I – Non-Exempt Salary of $36,400.00 ($17.50 per hour) based on 2080 hours per year.

Ryan Minor – Street Maintenance Worker I – Non-Exempt Salary of $36,400.00 ($17.50 per hour) based on 2080 hours per year.

FISCAL NOTE:

Budgeted from line item # 001-301-440-114

AUTHORIZATION HISTORY:

These are replacement positions previously held by Jamaal Jones and Aaron Lucious who resigned.

REQUESTING DEPARTMENT:

Street Department

DIRECTOR'S AUTHORIZATION:

Cody Burnett, City Engineer

FOR MORE INFORMATION CONTACT:

Cody Burnett, City Engineer
Stacy L. Cobbins, Director of Human Resources

SUGGESTED MOTION

Move approval to hire Jarreick Jenkins and Ryan Minor as Street Maintenance Worker I in the Street Department.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resources
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: April 7, 2026**

SUBJECT:

Consideration of the disciplinary action recommended by Sanitation and Environmental Services Director Chris Smiley for a Sanitation and Environmental Services Department Sanitation Worker I as a result of I.A. #04072026.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Documentation Provided

REQUESTING DEPARTMENT:

Sanitation and Environmental Services Department
Human Resources Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation and Environmental Services Director
Stacy L. Cobbins, Director of Human Resources

FOR MORE INFORMATION CONTACT:

Stacy L. Cobbins, Director of Human Resources

SUGGESTED MOTION:

Move approval of the disciplinary action recommended by Sanitation and Environmental Services Director Chris Smiley for a Sanitation and Environmental Services Department Sanitation Worker I as a result of I.A. #04072026.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 07, 2026

SUBJECT:

Request authorization to hire Javeon Crain as Sanitation Worker I in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Javeon Crain- Annual Salary of $36,400.00 ($17.50 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

This is a replacement position whose incumbent is recommended for termination on April 7, 2026, Board Agenda.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director
Stacy L. Cobbins, Director of Human Resources

SUGGESTED MOTION

Move approval to hire Javeon Crain as Sanitation Worker I in the Sanitation & Environmental Services Department.

AGENDA ITEM DEPT: IT
CITY OF STARKVILLE **AGENDA DATE:** 4/7/2026
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of1

SUBJECT: Request approval of the purchase of AbnormalAI email security software for the lowest quote of $8,400 yearly.

AMOUNT & SOURCE OF FUNDING: Costs associated with the project will come from account #001-123-600-300.

FISCAL NOTE:

REQUESTING DEPARTMENT: Information Technology

DIRECTOR'S AUTHORIZATION: JCC

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION:

STAFF RECOMMENDATION: Staff recommends approval.

Velocity1 Technologies

Abnormal Solution

Prepared for **City of Starkville**

By Patty Cox | patty.cox@velocity1.io
Valid until Wednesday, April 1, 2026
Quote Number 11022

IES+ATO (Bundled)	$8,400.00

Product	Quantity
Inbound Email Security	200
Account Takeover Protection	200

	$8,400.00

Product	Quantity	Price	Amount
Abnormal Ai Ai Security Mailbox	200	$42.00	$8,400.00

CLOUD TERMS OF SERVICE

These Cloud Terms of Service shall apply to your use of the Service or any related service effective on or after May 12, 2025. If you are an existing Customer and previously agreed to a version of the Cloud Terms of Service before this date, these updated Cloud Terms of Service will go into effect upon the renewal date of your next Order. If you have a separate written agreement with Abnormal AI, Inc. with respect to use of the Service or any related services, these Cloud Terms of Service will not apply to you.

These Cloud Terms of Service ("**Agreement**") govern your ("**Customer**") use of the Service and any related services. By clicking a box indicating your acceptance of this Agreement, (e.g., "I Agree," "Accept Terms," "I Understand and Agree") or similar button on the Service registration page, or executing an Order, as further described below, or by otherwise accessing the Service, you represent that (1) you have read, understand, and agree to be bound by this Agreement, (2) you are of legal age to form a binding contract with Abnormal AI, Inc., having its principal place of business at 8474 Rozita Lee Ave, Suite 420, Las Vegas, NV 89113, ("**Abnormal**," "we," "our," or "us"; Abnormal and Customer may each be referred to separately as, a "**Party**," or together as, the "**Parties**"), and (3) you have the authority to enter into this Agreement on behalf of the company or other organization you represent, and to bind that entity to this Agreement. In the event you are agreeing to this Agreement on behalf of a company or organization, "**Customer**," will refer to the entity you are representing. We may update this Agreement from time to time in accordance with Section 15.4 (Updates).

1. DEFINITIONS

1.1. **"Acceptable Use Policy"** or **"AUP"** means the Acceptable Use Policy available at legal.abnormalsecurity.com.

1.2. **"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, provided such entity will be considered an Affiliate for only such time as such control is maintained; where "control" means the ownership of greater than fifty percent (50%) of (a) the voting power to elect directors of the company, or (b) the ownership interests in the company.

1.3. **"Anomaly Determinations"** or **"ADs"** means the analysis, context, or determinations made by the Service as a result of processing Customer Data, which may incorporate Threat Intelligence and other proprietary Abnormal information.

1.4. **"Confidential Information"** means information disclosed by or on behalf of one Party (as "discloser") to the other Party (as "recipient") under this Agreement, in any form, which: (a) the discloser identifies to recipient as "confidential" or "proprietary"; or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Without limiting the foregoing: (a) Abnormal's Confidential Information includes the Service, ADs, any technical, pricing or performance information about the Service, the terms and conditions of this Agreement, and any information conveyed to Customer in connection with Support; (b) Customer's Confidential Information includes Customer Data, Inputs, and Customer Materials; and (c) Output is considered Confidential Information of both Parties.

1.5. **"Customer Data"** means information, including Personal Data (as defined in the DPA), processed by Abnormal via the Service and while providing Support.

1.6. **"Customer Materials"** means materials and resources that Customer makes available to Abnormal in connection with Technical Services.

1.7. **"Documentation"**means the Abnormal standard technical guides, policies, and documentation for the Service, including all additions and modifications made by Abnormal from time to time, that are made available on the dedicated 'Documentation' pages within the Service or on the dedicated 'Customer Support' pages of the Abnormal managed website.

1.8. **"GenAI Feature(s)"** means the Service features used by Customer that utilize large language models (LLMs) to curate Outputs for Customer in response to Inputs.

1.9. **"Input(s)"** means prompts, queries, or pre-configured context, conditions, triggers, or other information that is submitted to and/or otherwise processed with any GenAI Features.

1.10. **"Order"** means an order for Customer's access to the Service, Support, or Technical Services or related services that is: (a) either executed by the Parties and references this Agreement or entered into by Customer via self-service; or (b) entered into by Abnormal and a Channel Partner on behalf of Customer.

1.11. **"Output(s)"** means content that is curated by the GenAI Features, which may incorporate ADs, Threat Intelligence, or other general security information.

1.12. **"Product Specific Terms"** means any terms and conditions specific to an applicable Service that supplement, but do not replace, this Agreement and are available at legal.abnormalsecurity.com.

1.13. **"Service"** means Abnormal's proprietary software-as-a-service products, including its artificial intelligence and machine learning based detection and operational engine, GenAI Features, ADs, and as identified in the relevant Order, including any modifications, updates, upgrades, and enhancements thereto that Abnormal makes generally available to its customer base. The Service includes the Documentation but not Technical Services or Third-Party Products.

1.14. **"Subscription Term"** means the term for Customer's use of the Service as set forth on the applicable Order.

1.15. **"Support"** means the customer support services set out on: (a) the dedicated 'Customer Support' page of the Abnormal website, and (b) the SLA; but excluding any Technical Services.

1.16. **"Technical Services"** means training, migration, enablement or other technical services that Abnormal furnishes to Customer related to the Service.

1.17. **"Threat Intelligence"** means information collected, generated, derived, and/or analyzed by the Service that is related to security risks, fraud, loss, threat or other harm detection and analysis identified by the Service such as a third-party malicious actor's IP address, email address, name, and hashes of malware.

1.18. **"Third-Party Product"** means any product, add-on, or platform not provided by Abnormal that Customer uses with the Service.

1.19. **"Trials and Betas"** mean access to the Service (or Service features) on a free, trial, beta or early access basis.

1.20. **"Users"** means individuals or entities that are authorized by Customer to use the Service under its account and on its behalf.

2. ACCESS OF THE SERVICE

2.1. The Service. Subject to this Agreement, Abnormal grants Customer a limited, revocable license to access and use the Service during a Subscription Term, solely for its internal business purposes, in accordance with the Documentation (including the right to copy and use the Documentation).

2.2. Affiliates. Customer's Affiliates may serve as Users. Customer shall be responsible for its Affiliates' use of the Service. Alternatively, Customer's Affiliates may enter into their own Orders as mutually agreed with Abnormal, which creates a separate agreement between each such Affiliate and Abnormal incorporating this Agreement with the Affiliate treated as "Customer." Neither Customer nor any Customer Affiliate has any rights under each other's separate agreement with Abnormal, and breach or termination of any such separate agreement affects only that agreement.

2.3. Support and Availability. Abnormal will provide Support and adhere to service level commitments described in the Support and Service Level Agreement Policy ("**SLA**") available at legal.abnormalsecurity.com.

3. DATA

3.1. Customer Data. Customer grants Abnormal a limited, revocable license during each Subscription Term to use Customer Data to provide the Service, Support, and Technical Services to Customer, and to generate Threat Intelligence.

3.2. Security. Abnormal maintains industry-standard physical, technical, and administrative safeguards as described in the Security Exhibit available at legal.abnormalsecurity.com that are designed to prevent unauthorized access, use, alteration or disclosure of Customer Data. Abnormal will not materially decrease the overall level of security for the Service during a Subscription Term.

3.3. Data Processing Addendum. Abnormal will process Customer Data in accordance with, and each Party will comply with, the Data Processing Addendum ("DPA") available at legal.abnormalsecurity.com.

3.4. Anomaly Determinations. The Service may provide Customer with ADs which indicate a possibility or likelihood of security risks, fraudulent, malicious, or other loss causing activity occurring in Customer's environment. Customer acknowledges and agrees that the Service provides ADs for Customer's consideration, but that Customer is ultimately responsible for any actions taken or not taken in relation to such ADs, including any auto-remediation configuration which Customer may choose to set within the Service. Customer may export ADs from the Service, as described in the Documentation, during the Subscription Term. If Customer exports ADs, Abnormal grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as permitted by the Agreement) license to reproduce, distribute, and prepare derivative works of ADs solely for its internal business purposes, including with Customer's use of Third-Party Products.

3.5. GenAI Features. Customer may use GenAI Features as part of the Service. Customer acknowledges that Outputs provided to Customer may be similar or identical to Outputs independently provided by Abnormal to other customers. Each Party will continue to own any component element contained within Output that such Party previously owned prior to its curation (e.g. Customer Data, ADs, Threat Intelligence). The Parties agree that: (1) Customer may reproduce, distribute, and prepare derivative works of Outputs in connection with its use of the Service and solely for its internal business purposes; (2) Abnormal may use Outputs in performance of its obligations under the Agreement; and (3) Abnormal may use insights derived from Inputs and Outputs to improve the Service, but only if such insights have been (i) de-identified so that they do not identify Customer or its Users, and (ii) to the extent practicable, aggregated with data across other customers. Abnormal shall not use Inputs to train or otherwise improve the LLMs of any third-party resource providers that underlie such GenAI Features.

3.6. Artificial Intelligence Model Training
(a) Customer-Specific Models. Abnormal may use Customer Data in training the Service for the purpose of identifying and addressing potential security risks, fraudulent, malicious, or other loss causing activities solely for the benefit of Customer. Abnormal shall not use Customer Data to train or otherwise improve the LLMs of any third-party resource providers or to train any model that is federated across the Abnormal customer base.

(b) Shared Models. Abnormal may incorporate any learnings from ADs, including any Customer subsequent action or inaction taken in response to ADs, into training its Service and Threat Intelligence for the purpose of identifying and addressing potential security risks, fraudulent, malicious, or other loss causing activities to customers. Any such ADs learnings will be: (i) de-identified so as to not identify Customer or its Users; and (b) to the extent practicable, aggregated with data across other customers.

3.7. Service Operations Data. Abnormal may collect Service Operations Data and use it to operate, improve and support the Service and for other lawful business purposes, including business operations and product direction. "Service Operations Data" means Abnormal's technical logs, analytics or other data and learnings related to Customer's use of the Service, but excluding Customer Data. However, Abnormal will not disclose Service Operations Data externally unless it is: (a) de-identified so that it does not identify Customer, its Users, or any other person; and (b) aggregated with data across other customers.

3.8. Third-Party Products. Customer may choose to enable integrations or exchange Customer Data with Third-Party Products. Customer's use of a Third-Party Product is governed by its agreement with the relevant provider, not this Agreement. Abnormal is not responsible for Third-Party Products or for the manner in which Customer Data may be managed by such products.

4. USE OF THE SERVICE
4.1. Customer Responsibilities. Customer is responsible for: (a) provisioning and managing User accounts, for Users' actions through the Service and for Users' compliance with this Agreement, (b) using the Service in accordance with the Documentation, (c) complying with the Acceptable Use Policy and any applicable Product Specific Terms, and (d) obtaining all necessary rights and consents to grant Abnormal a license to use Customer Data with the Service as provided herein.

4.2. Restrictions. Customer will not and will not allow any User or third party to: (a) access or use the Service (in whole or part) or Outputs for any competitive purposes, including to develop a similar or competing product or service (e.g., benchmarking); (b) conduct penetration testing on the Service, interfere with its operation, or circumvent its access restrictions; (c) market, sublicense, distribute, resell, lease, loan, transfer, or otherwise commercially exploit or make the Service available (in whole or part) to any third party, except to a third party that manages Customer's computing environment, grant non-Users or any entity that competes with or offers services similar to the Services access to the Service, or use the Service to provide a hosted or managed service to others; (d) obtain or attempt to obtain the Service by any means or device with intent to avoid paying the fees that would otherwise be payable for such access or use; or (e) modify, create derivative works of, decompile, reverse engineer, attempt to gain access to the source code of, or copy the Service, or any of its components, including any underlying artificial intelligence models and model data, except to the extent these restrictions are prohibited by Laws and then only upon advance notice to Abnormal.

5. TECHNICAL SERVICES. Abnormal may perform Technical Services as described in an Order, which may identify additional terms or milestones for the Technical Services. Customer will give Abnormal timely access to Customer Materials reasonably needed for Abnormal's provision of the Technical Services, and if Customer fails to do so, Abnormal's obligation to provide Technical Services will be excused until access is provided. Abnormal will use the Customer Materials only for purposes of providing Technical Services. Abnormal may make use of service partners to provide the Technical Services. Subject to any limits in an Order, Customer will reimburse reasonable pre-approved travel and lodging expenses incurred by Abnormal in providing Technical Services. Customer may use the product of any Technical Services that Abnormal furnishes only in connection with Customer's authorized use of the Service under this Agreement.

6. FEES AND PAYMENT. If Customer purchases the Services directly from Abnormal, Section 6.1 (Payment), 6.2 (Taxes), and 6.3 (Payment Disputes) shall apply. If Customer purchases the Services through an authorized Abnormal channel partner ("Channel Partner"), Section 6.4 (Channel Partner Service Subscriptions) and Section 6.5 (Records and Validation) shall apply.

6.1. Payment. Customer will pay the fees described in the applicable Order. Unless the Order states otherwise, all undisputed amounts are payable in U.S. dollars and due within 30 days from the transmission date of an invoice ("**Due Date**"). All fees and expenses are non-refundable and non-cancellable except as expressly set out in the Agreement and any applicable Order. In addition to any other remedies set forth in this Agreement, if any undisputed, invoiced amount is not received by Abnormal by the Due Date, then those charges may accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month or the maximum rate permitted by Law, whichever is lower.

6.2. Taxes. Customer is responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than Abnormal's income tax. Fees and expenses are exclusive of Taxes. Unless Customer provides Abnormal with a valid exemption certificate, Customer is solely responsible for paying all Taxes associated with or arising from this Agreement. If any withholding is required by Law, Customer will pay Abnormal any additional amounts necessary to ensure that the net amount that Abnormal receives after any such withholding equals the amount Abnormal would have received if no withholding had been applied. Customer will provide documentation showing that the withheld amounts have been paid to the relevant taxing authority. Abnormal's failure to charge appropriate tax due to incomplete or incorrect information provided by Customer will not relieve Customer of its obligations under this Section 6.2 (Taxes).

6.3. Payment Disputes. If Customer disputes an invoice in good faith, it will notify Abnormal prior to the Due Date and the Parties will seek to resolve the dispute over a 15-day discussion period. Customer is not required to pay disputed amounts during the discussion period, but will timely pay all undisputed amounts. After the discussion period, either Party may pursue any available remedies.

6.4. Channel Partner Service Subscriptions. Customer will pay applicable amounts to the Channel Partner as agreed between Customer and the Channel Partner. Customer's order details

(e.g., scope of use, Subscription Term) will be as stated in the Order placed by Channel Partner with Abnormal on Customer's behalf. Customer's Order will renew with Channel Partner in accordance with Section 7.1 (Subscription Terms), unless Channel Partner notifies Abnormal that it is opting-out of auto-renewal on Customer's behalf as described in this Agreement or in the manner specified in the agreement between Channel Partner and Abnormal. If Customer is entitled to a refund under this Agreement, Abnormal will refund any applicable amounts to the Channel Partner and the Channel Partner will be solely responsible for refunding the appropriate amounts to Customer, unless otherwise specified. The amount paid or payable by the Channel Partner to Abnormal for Customer's use of the applicable Service under this Agreement will be deemed the amount paid or payable by Customer to Abnormal under this Agreement for purposes of Section 13 (Limitations of Liability). Abnormal is not responsible for any acts, omissions, products, or services provided by Channel Partner.

6.5. Records and Validation. Customer is responsible for providing complete and accurate billing and contact information to Abnormal or Channel Partner and notifying Abnormal or Channel Partner of any changes to such information. Abnormal may conduct verification checks on the usage of the Service during the Subscription Term. If it is determined that the usage of the Service exceeds the baseline quantity stated in an applicable Order by more than five percent (5%), Customer shall pay Abnormal or Channel Partner any over-usage at the same price per unit set forth in the applicable Order on a pro-rata basis for the remainder of the Subscription Term in a separate Order. If Customer fails to pay for the over-usage, Abnormal may terminate access to the Service within 30 days of Abnormal's or Channel Partner's written notice to Customer of non-compliance.

7. TERM, TERMINATION, AND SUSPENSION

7.1. Subscription Terms. Each Subscription Term will last for an initial 12-month period unless the Order states otherwise. Each Subscription Term will renew for successive periods unless: (a) the Parties agree on a different renewal Order; or (b) either Party notifies the other (or Channel Partner notifies Abnormal, if applicable) of non-renewal at least 30 days prior to the end of the then-current Subscription Term.

7.2. Term. The term of this Agreement will commence on the date you accept this Agreement ("**Effective Date**") and continues until expiration or termination of all Subscription Terms, unless otherwise terminated as permitted by this Agreement (the "**Term**"). If no Subscription Term is in effect, either Party may terminate this Agreement for any or no reason with notice to the other Party.

7.3. Termination. Either Party may terminate this Agreement, including all Subscription Terms, if the other Party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, or (b) immediately on notice if the other party ceases operation without a successor or seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that Party and not dismissed within 60 days. Customer shall receive a refund of any pre-paid, unused fees for the terminated portion of an applicable Subscription Term for such Customer-initiated terminations from Abnormal or Channel Partner, and Customer will promptly pay Abnormal or Channel Partner any and all outstanding fees and expenses due both as of the date of termination and for the terminated portion of the Subscription Term for any such Abnormal-initiated termination.

7.4. Data Export & Deletion. During a Subscription Term, Customer may export Customer Data from the Service (or Abnormal will otherwise make the Customer Data available to Customer) as described in the Documentation. After termination or expiration of this Agreement, Abnormal will delete Customer Data and each Party will delete any Confidential Information of the other in its possession or control. Abnormal may retain Customer Data and each Party may retain Confidential Information in accordance with its standard backup or record retention policies or as required by Law, subject to Section 3.2 (Security), Section 8 (Confidentiality), and Section 3.3 (DPA).

7.5. Effect of Termination.

(a) Customer's right to use the Service, Support, and Technical Services will immediately cease upon any termination or expiration of this Agreement, subject to this Section 7 (Term, Termination, and Suspension.

(b) In no event will any termination or expiration relieve Customer of the obligation to pay any expenses and fees payable to Abnormal for the period prior to the effective date of termination or expiration.

(c) The following Sections will survive expiration or termination of this Agreement: 3.4 (Anomaly Determinations), 3.5 (GenAI Features), 3.6 (Artificial Intelligence Model Training), Section 3.7 (Service Operations Data), Section 4 (Use of the Service), 6.1 (Payment) (for amounts then due), 6.2 (Taxes), 7.4 (Data Export & Deletion), 7.5 (Effect of Termination), 8 (Confidentiality), 9 (Proprietary Rights), 11.4 (Disclaimer), 12 (Indemnification), 13 (Limitations of Liability), and 15 (General Terms).

7.6. Suspension. Abnormal shall be entitled to suspend Customer's access to the Service and related services due to a Suspension Event, but where practicable will give Customer prior notice so that Customer may seek to resolve the issue and avoid suspension. Abnormal is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once the Suspension Event is resolved, Abnormal will promptly restore Customer's access to the Service in accordance with this Agreement. "**Suspension Event**" means: (a) Customer's account is 30 days or more overdue from Customer, if direct or from Channel Partner; (b) Customer is in breach of Section 4 (Use of the Service); or (c) Customer's use of the Service risks material harm to the Service or others.

8. CONFIDENTIALITY

8.1. Use and Protection. The recipient will: (a) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement; (b) not disclose Confidential Information to third parties without discloser's prior approval, except as permitted in this Agreement; and (c) protect Confidential Information using at least the same precautions recipient uses for its own similar information and no less than a reasonable standard of care.

8.2. Permitted Disclosures. The recipient may disclose Confidential Information to its employees, agents, contractors, Affiliates, subcontractors, and other representatives having a legitimate need to know (including, for Abnormal, any subprocessors referenced in the DPA or Service support providers as referenced in Section 15.7) (each, a "**Representative**"), provided recipient remains responsible for their compliance and they are bound to confidentiality obligations no less protective than this Section 8.

8.3. Exclusions. These confidentiality obligations do not apply to information that the recipient can document: (a) is or becomes public knowledge through no fault of the recipient, (b) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser, (c) it rightfully received from a third party without confidentiality restrictions, or (d) it independently developed without access to the Confidential Information.

8.4. Remedies. Breach of this Section 8 (Confidentiality) may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 8, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

8.5. Required Disclosures. The recipient may disclose Confidential Information (including Customer Data) to the extent required by Laws. If permitted by Law, the recipient will give the discloser reasonable advance written notice of the required disclosure and reasonably cooperate, at the discloser's expense, to contest or seek to limit the disclosure or obtain confidential treatment for the Confidential Information. If no protective order or other remedy is obtained, the recipient will disclose only that portion of the Confidential Information that is legally required and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to such Confidential Information.

9. PROPRIETARY RIGHTS

9.1. Abnormal Property. Abnormal owns and retains all right, title, and interest in and to the Service, Threat Intelligence, Service Operations Data, Technical Services, and any feedback or suggestions Customer provides to Abnormal with respect to the Service or Technical Services. All feedback is provided "AS IS" and Abnormal will not publicly identify Customer as the source of feedback without Customer's permission. Except for Customer's express rights in this Agreement, as between the Parties, Abnormal and its licensors retain all intellectual property rights in the Service, Technical Services and related Abnormal technology.

9.2. Customer Property. Except for Abnormal's express rights in this Agreement, as between the Parties, Customer owns and retains all right, title, and interest in and to the Customer Data and Customer Materials provided to Abnormal.

10. MUTUAL COMPLIANCE WITH LAW. Each Party will comply with all laws, regulations, court orders, or other binding requirements of a government authority ("Laws") that apply to its performance under this Agreement.

11. REPRESENTATIONS AND WARRANTIES

11.1. Mutual Representations and Warranties. Each Party represents and warrants that:

(a) it has validly entered into this Agreement and has the legal power to do so; and

(b) it will use industry-standard measures to avoid introducing viruses, malicious code, or similar harmful materials into the Service.

11.2. Abnormal Warranties. Abnormal warrants that:

(a) the Service will perform as materially described in the Documentation and Abnormal will not materially decrease the overall functionality of the Service during a Subscription Term (the "**Performance Warranty**"); and

(b) any Technical Services will be provided in a professional and workmanlike manner (the "**Technical Services Warranty**").

11.3. Abnormal Warranty Remedies. Abnormal will use reasonable efforts to correct a verified breach of the Performance Warranty or Technical Services Warranty reported by Customer. If Abnormal fails to do so within 30 days after Customer's warranty report, then either Party may terminate the affected Order as it relates to the non-conforming Service or Technical Services, in which case Abnormal will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Technical Services (for the Technical Services Warranty). To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Service or 30 days after delivery of the relevant Technical Services. This Section 11.3 sets forth Customer's exclusive remedies and Abnormal's sole liability for breach of the Performance Warranty or Technical Services Warranty.

11.4. DISCLAIMER. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE, SUPPORT, AND TECHNICAL SERVICES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. ABNORMAL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING ITS EXPRESS OBLIGATIONS IN THE SERVICE LEVEL AVAILABILITY COMMITMENT, ABNORMAL DOES NOT WARRANT THE OUTPUTS OR RESULTS TO BE ACHIEVED FROM THE SERVICE, OR THAT THE SERVICE IS ERROR-FREE, WILL PERFORM UNINTERRUPTED, OR WILL MEET CUSTOMER'S REQUIREMENTS. THE WARRANTIES IN SECTION 11.2 (ABNORMAL WARRANTIES) DO NOT APPLY TO ISSUES ARISING FROM THIRD PARTY PRODUCTS OR MISUSE OR UNAUTHORIZED MODIFICATIONS OF THE SERVICE. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

12. INDEMNIFICATION

12.1. By Abnormal. Abnormal, at its own cost, will defend Customer from and against any third-party claim that the Service, when used by Customer as authorized in this Agreement, infringes or misappropriates a third party's United States, United Kingdom, or European Union intellectual property rights and will indemnify Customer from and against any damages or costs finally awarded against Customer by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed in settlement by Abnormal resulting from such claim.

12.2. By Customer. Customer, at its own cost, will defend Abnormal from and against any third-party claim arising from Customer Materials or Customer's breach or alleged breach of Section 4 (Use of the Service) and will indemnify Abnormal from and against any damages or costs finally awarded against Abnormal by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from such claim.

12.3. Procedures. The indemnifying Party's obligations in this Section 12 (Indemnification) are subject to receiving from the indemnified Party: (a) prompt notice of the claim (but delayed notice will only reduce the indemnifying Party's obligations to the extent it is prejudiced by the delay); (b) the exclusive right to control the claim's investigation, defense and settlement; and (c) reasonable cooperation at the indemnifying Party's expense. The indemnifying Party may not settle a claim without the indemnified Party's prior approval if settlement would require the indemnified Party to admit fault or take or refrain from taking any action (except regarding use of the Service when Abnormal is the indemnifying Party). The indemnified Party may participate in a claim with its own counsel at its own expense.

12.4. Mitigation & Exceptions. In response to an infringement or misappropriation claim, if required by settlement or injunction or as Abnormal determines necessary to avoid material liability, Abnormal may, in its sole discretion: (a) procure rights for Customer's continued use of the Service; (b) replace or modify the allegedly infringing portion of the Service, without reducing the Service's overall functionality; or (c) terminate the affected Order or the Agreement and refund to Customer any pre-paid, unused fees for the remainder of the Subscription Term. Abnormal's obligations in this Section 12 (Indemnification) do not apply to claims resulting from (1) modification or unauthorized use of the Service or (2) use of the Service in combination with items not provided by Abnormal, including Third-Party Products, if such claim would not have occurred but for such combination. This Section 12 (Indemnification) sets out the indemnified Party's exclusive remedy and the indemnifying Party's sole liability regarding third-party claims of intellectual property infringement or misappropriation.

13. LIMITATIONS OF LIABILITY

13.1. CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, EXEMPLARY (INCLUDING DAMAGE TO BUSINESS, REPUTATION, OR GOODWILL), CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF USE OR DATA, LOST PROFITS (DIRECT OR INDIRECT), COST OF COVER OR REPLACEMENT OR INTERRUPTION OF BUSINESS, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

13.2. GENERAL CAP. TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO THE TOTAL AMOUNTS PAID AND PAYABLE BY CUSTOMER FOR THE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO A CLAIM FOR LIABILITY ("**GENERAL CAP**").

13.3. ENHANCED CAP. NOTWITHSTANDING SECTION 13.2 (GENERAL CAP), ABNORMAL'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO A BREACH OF SECTION 3.2 (SECURITY) OR EITHER PARTY'S OBLIGATIONS IN OR BREACH OF SECTION 3.3 (DPA) THAT RESULTS IN AN UNAUTHORIZED ACCESS OR DISCLOSURE OF CUSTOMER DATA, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO **THREE (3)** TIMES THE TOTAL AMOUNTS PAID AND PAYABLE BY CUSTOMER FOR USE OF THE SERVICEDURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO A CLAIM FOR LIABILITY ("**ENHANCED CAP**").

13.4. EXCEPTIONS. THE FOREGOING SECTIONS WILL NOT APPLY TO: (A)THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER SECTION 12 (INDEMNIFICATION); (B) EITHER PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (C) CUSTOMER'S BREACH OF SECTIONS 4.2 (RESTRICTIONS); (D) ANY BREACH OF SECTION 8 (CONFIDENTIALITY), EXCLUDING BREACHES RELATED TO CUSTOMER DATA WHICH SHALL BE SUBJECT TO SECTION 13.3 (ENHANCED CAP); (E) CUSTOMER'S PAYMENT OBLIGATIONS; (F) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SEPARATE AND DISTINCT FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT; AND (G) LIABILITIES THAT CANNOT BE LIMITED BY LAW.

14. TRIALS AND BETAS. Abnormal may offer optional Trials and Betas. Use of Trials and Betas is permitted only for Customer's internal evaluation during the period designated on the Order (or if not designated in an Order or otherwise, 30 days). Either Party may terminate Customer's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable,

incomplete, or include features never released. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ABNORMAL OFFERS NO WARRANTY, INDEMNITY, SLA, OR SUPPORT FOR TRIALS AND BETAS AND ITS LIABILITY FOR TRIALS AND BETAS WILL NOT EXCEED $50,000.

15. GENERAL TERMS

15.1. Assignment. Neither Party may assign this Agreement without the prior consent of the other Party, except that either Party may assign this Agreement, with notice to the other Party, to an Affiliate or in connection with the assigning Party's merger, reorganization, acquisition, or other transfer of all or substantially all of its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

15.2. Governing Law and Courts. This Agreement is governed by the laws of the State of California without reference to conflicts of law rules. For any dispute relating to this Agreement, the Parties consent to personal jurisdiction and the exclusive venue of the courts in San Francisco County, California.

(a) If Customer is located in the United Kingdom, this Agreement is governed by the laws of England and Wales without reference to conflicts of law rules. For any dispute relating to this Agreement, the Parties consent to personal jurisdiction and the exclusive venue of the courts in London, England.

(b) If Customer is located in Europe (excluding the United Kingdom), this Agreement is governed by the laws of Ireland without reference to conflicts of law rules. For any dispute relating to this Agreement, the Parties consent to personal jurisdiction and the exclusive venue of the courts in Dublin, Ireland.

(c) If Customer is located in Asia, this Agreement is governed by the laws of New South Wales, Australia, without reference to conflicts of law rules. For any dispute relating to this Agreement, the Parties consent to personal jurisdiction and the exclusive venue of the courts of New South Wales, Australia.

15.3. Notices.

(a) Except as set out in this Agreement, notices, requests, and approvals under this Agreement will be in writing to the addresses on the Order or in this Agreement and will be deemed given: (1) upon receipt if by personal delivery, (2) upon receipt if by certified or registered U.S. mail (return receipt requested), (3) one day after dispatch if by a commercial overnight delivery, or (4) upon delivery if by email. Either Party may update its address with notice to the other.

(b) Abnormal may also send operational notices through the Service, including to update the AUP, DPA, Security Exhibit, SLA, or other policies to reflect new features or changing practices ("**Referenced Policies**").

15.4. Updates. Abnormal may modify this Agreement from time to time. If a modification materially impacts this Agreement, Abnormal will use reasonable efforts to notify Customer through the Service, the website, and/or in accordance with Section 15.3 (Notices). Any changes to this Agreement posted on the website will be effective if Customer assents to such changes or upon Customer's renewal Subscription Term, except changes required by law or as necessary for new features will immediately become effective to the extent necessary to comply with such law or as required to use such new features. If Customer objects to the updated Agreement, as Customer's exclusive remedy and without penalty, Customer may choose not to renew by canceling any Subscription Term set to auto-renew in accordance with Section 7.1 (Subscription Terms).

15.5 Waivers and Severability. Waivers must be signed by the waiving Party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

15.6. Force Majeure. Neither Party is liable for a delay or failure to perform this Agreement due to an unforeseen event beyond a Party's reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, third-party Internet, telecommunications or utility failure, acts or orders of government, refusal of government license, or natural disaster, where the affected Party takes reasonable and customary measures to avoid or mitigate such event's effects("**Force Majeure**"). If a Force Majeure materially adversely affects the Service for 30 or more consecutive days, either Party may terminate the affected Order upon notice to the other and Abnormal will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. This Section 15.6 does not limit Customer's obligations to pay fees owed.

15.7. Service Support Providers. Abnormal may use Service support providers (e.g., third-party hosting and other service providers) in provision of the Service and Support and permit them to exercise Abnormal's rights and fulfill Abnormal's obligations, but Abnormal remains responsible for their compliance with this Agreement. This provision does not limit any additional terms for subprocessors under a DPA.

15.8. Independent Contractors. The Parties are independent contractors, not agents, partners, or joint venturers.

15.9. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

15.10. Anti-Corruption and Export. Each Party will, and will cause its employees, consultants, and agents to, comply with the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. Customer agrees to comply with all applicable laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control, or other governmental entity imposing export controls and trade sanctions ("**Export Laws**"), including designated countries, entities, and persons ("**Sanctions Targets**"); and agrees not to directly or indirectly export, re-export, or otherwise deliver the Service to a Sanctions Target, or broker, finance, or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that Customer is not a Sanctions Target or prohibited from receiving the Service. The Service will be used for non-prohibited, commercial purposes by non-prohibited Users and will not be exported or transferred to China or any Sanctions Target.

15.11. Government Rights. For purposes of this Agreement, and to the extent applicable, the Service is a "commercial computer software" and a "commercially available off-the-shelf (COTS) item" as defined at FAR 2.101 developed at the private expense of Abnormal. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulation ("**FAR**") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("**DOD**"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement ("**DFARS**") and its successors. This Section 15.11 is in lieu of and supersedes any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

15.12. Entire Agreement. This Agreement, inclusive of any Product-Specific Terms, the Referenced Policies, and all applicable Orders, is the Parties' entire agreement and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. Excluding Orders, terms in business forms, purchase orders or quotes, online terms, or invoicing portal used by Customer will not amend or modify this Agreement; any such documents are for administrative purposes only. In the event of any conflict or inconsistency between the Order and this Agreement, the Order will prevail.

Subtotal	$16,800.00
Shipping	$0.00
Tax	$0.00
Total	**$16,800.00**

Taxes are NOT included and will be calculated at time of billing.
Shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

GOVERNMENT PRICE QUOTATION

ABNORMAL SECURITY CORPORATION

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468
WWW.CARAHSOFT.COM/ABNORMAL| ABNORMALSECURITY@CARAHSOFT.COM

TO: Scott Grice
Information Security Manager
STARKVILLE, MS - CITY
110 W Main St
Starkville, MS 39759 USA

EMAIL: s.grice@cityofstarkville.org

PHONE: (662) 323-2525

FROM: Jake Johnson
Abnormal Security Corporation Team
at Carahsoft Technology Corporation
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Jake.Johnson@carahsoft.com

PHONE: (571) 590-7902

TERMS:
FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	63535243
QUOTE DATE:	03/19/2026
QUOTE EXPIRES:	04/18/2026
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$10,500.00
TOTAL QUOTE:	$10,500.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
		IES + ATO (BUNDLED)					
1	IES	Inbound Email Security 12 Month Term Abnormal AI Inc - IES	$106.24	$26.25	OM	200	$5,250.00
2	ATO	Account Takeover Protection 12 Month Term Abnormal AI Inc - ATO	$31.40	$26.25	OM	200	$5,250.00
		IES + ATO (BUNDLED) SUBTOTAL:					$10,500.00
		SUBTOTAL:					$10,500.00
			TOTAL PRICE:				**$10,500.00**
			TOTAL QUOTE:				**$10,500.00**

Special Terms:
• Price Increases:
The per-unit pricing shown above Subscription Term will be increased by Abnormal by 5.00 % for the first year of the subsequent renewal to this Order.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: April 7th, 2026

SUBJECT:
Consideration of approving Change Order #2 for the JL King Culvert Replacement Project for an increase of $65,513.08.

AMOUNT & SOURCE OF FUNDING:
Fund 312 – 2023 Parks Bond

FISCAL NOTE:

AUTHORIZATION HISTORY:
05-21-2024: Board of Aldermen granted permission to advertise for the project.
03-18-2025: Board of Aldermen approved the low bid from Byrum Construction in the amount of $1,798,458.00
05-25-2025: Board of Aldermen approved CO#1 in the amount of $65,053.55.

REQUESTING DEPARTMENT: Parks & Recreation

DIRECTOR'S AUTHORIZATION: Greg Owen

SUMMARY:
This change order includes final quantity adjustments for all pay items except grassing and sodding items. It also includes cost for additional work including replacing underground electrical lines to the football field lights, walking track lights, and football field bathroom. This change order includes adding 44 additional calendar days to the contract. The additional days are primarily for weather days, delays caused by communication utility conflicts in Long St, and the additional electrical work. Detailed breakdowns of quantity and calendar day adjustments are attached. The original estimate for this project was $2,121,030.00. After this change order, the contract amount will be $1,929,024.63, still well under the original budget.

Byrum Construction received substantial completion of the project on March 11, 2026.

FOR MORE INFORMATION CONTACT:
Greg Owen @ 662-323-2294 or gowen@sportsfacilities.com
Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org
Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

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SUGGESTED MOTION:
Move for approving Change Order #2 for the JL King Culvert Replacement Project for an increase of $65,513.08.

CHANGE ORDER NO.: 2

Owner: **City of Starkville, MS**
Engineer: City of Starkville – Stephen Kachelman
Contractor: Byrum Construction, Inc.
Project: JL King Park Culvert Replacement
Contract Name: JL King Park Culvert Replacement
Date Issued: 3/30/26

Owner's Project No.: 21048
Engineer's Project No.: 21048
Contractor's Project No.:

Effective Date of Change Order: 4/8/26

The Contract is modified as follows upon execution of this Change Order:

Description:

Final quantity adjustments. Additional work for three electrical line replacements. Additional time for quantity overruns and utility conflicts in Long St.

Attachments:

See attached quantity adjustments and calendar day breakdowns.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ $1,798,458.00	Original Contract Times: 240 calendar days Substantial Completion: 1/28/26 Ready for final payment:
Contract amount changes from previously approved Change Orders: $ $65,053.55	**Calendar day changes** from previously approved Change Orders: Substantial Completion: N/A Ready for final payment:
Contract Price prior to this Change Order: $ $1,863,511.55	Contract Times prior to this Change Order: 0 calendar days Substantial Completion: 1/28/26 Ready for final payment:
Increase this Change Order: $ $ 65,513.08	**Increase** this Change Order: 44 calendar days Substantial Completion: 3/13/26 Ready for final payment:
Contract Price incorporating this Change Order: $ $1,929,024.63	Contract Times with all approved Change Orders: Substantial Completion: 3/13/26 Ready for final payment:

Recommended by Engineer (if required)

By: [signature]
Title: Engineer
Date: 3/31/26

Accepted by Contractor

By: [signature]
Title:
Date: 3-30-26

Authorized by Owner

By:
Title:
Date:

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21048 - JL King CO#2

	A	B1	B2	B3	B4	B5	B6	B7	C		D3	E3			H
LINE NO.	PAY ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUES												
			Original QTY	**Proposed CO #2 Qty Adj.**	Updated Qty	UNIT	UNIT PRICE	Original Scheduled Value (B2 * B6)	Updated Scheduled Value (B4 * B6)	Change in Scheduled Value	Units Completed To Date **(D1+D2)**	Value Completed To Date **(E1+E2)**	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE
1	201-A001	Clearing & Grubbing	1.000	**0.000**	1.000	LS	$ 6,435.00	$ 6,435.00	$ 6,435.00	$ -	1.00	$ 6,435.00	100.0%	0.00	$ -
2	202-A001	Removal of Concrete Used for Pipe Collars & Sink Hole Repairs, LVM	100.000	**235.000**	335.000	CY	$ 35.00	$ 3,500.00	$ 11,725.00	$ 8,225.00	335.00	$ 11,725.00	100.0%	0.00	$ -
3	202-B007	Removal of Asphalt Pavement, All Depths	705.000	**307.900**	1012.900	SY	$ 26.00	$ 18,330.00	$ 26,335.40	$ 8,005.40	1012.90	$ 26,335.40	100.0%	0.00	$ -
4	202-B080	Removal of Concrete Sidewalk	107.000	**124.300**	231.300	SY	$ 30.00	$ 3,210.00	$ 6,939.00	$ 3,729.00	231.30	$ 6,939.00	100.0%	0.00	$ -
5	202-B088	Removal of Curb & Gutter, All Types	200.000	**246.000**	446.000	LF	$ 15.00	$ 3,000.00	$ 6,690.00	$ 3,690.00	446.00	$ 6,690.00	100.0%	0.00	$ -
6	202-B126	Removal & Reinstallation of Fence	45.000	**12.000**	57.000	LF	$ 64.00	$ 2,880.00	$ 3,648.00	$ 768.00	57.00	$ 3,648.00	100.0%	0.00	$ -
7	202-B164	Removal of Inlet and Junction Box, All Types & Sizes	6.000	**1.000**	7.000	EA	$ 644.00	$ 3,864.00	$ 4,508.00	$ 644.00	7.00	$ 4,508.00	100.0%	0.00	$ -
8	202-B191	Removal of Storm Pipe, Below 96"	280.000	**-91.000**	189.000	LF	$ 18.00	$ 5,040.00	$ 3,402.00	$ (1,638.00)	189.00	$ 3,402.00	100.0%	0.00	$ -
9	202-B191	Removal of Storm Pipe, 96" And Above	1090.000	**33.000**	1123.000	LF	$ 115.00	$ 125,350.00	$ 129,145.00	$ 3,795.00	1123.00	$ 129,145.00	100.0%	0.00	$ -
10	202-B191	Removal of Sewer Pipe, All Sizes	110.000	**-58.000**	52.000	LF	$ 13.00	$ 1,430.00	$ 676.00	$ (754.00)	52.00	$ 676.00	100.0%	0.00	$ -
11	202-B204	Removal of Retaining Wall (Sack crete wall)	50.000	**8.000**	58.000	LF	$ 76.00	$ 3,800.00	$ 4,408.00	$ 608.00	58.00	$ 4,408.00	100.0%	0.00	$ -
12	202-B208	Removal and Reuse of Riprap	160.000	**77.000**	237.000	SY	$ 69.00	$ 11,040.00	$ 16,353.00	$ 5,313.00	237.00	$ 16,353.00	100.0%	0.00	$ -
13	202-B209	Removal of Grouted Riprap	165.000	**146.000**	311.000	SY	$ 26.00	$ 4,290.00	$ 8,086.00	$ 3,796.00	311.00	$ 8,086.00	100.0%	0.00	$ -
14	202-B244	Removal of Trees	10.000	**1.000**	11.000	EA	$ 598.00	$ 5,980.00	$ 6,578.00	$ 598.00	11.00	$ 6,578.00	100.0%	0.00	$ -
14.1	202-B256	Removal of Water Line, All Sizes, All Types (includes services)	400.000	**-152.000**	248.000	LF	$ 13.00	$ 5,200.00	$ 3,224.00	$ (1,976.00)	248.00	$ 3,224.00	100.0%	0.00	$ -
15	202-B260	Removal of and Reinstallation of Sign	2.000	**-2.000**	0.000	EA	$ 322.00	$ 644.00	$ -	$ (644.00)	0.00	$ -		0.00	$ -
17	203-EX021	Borrow Excavation, AH, FME, Class B9-6	1650.000	**222.300**	1872.300	CY	$ 36.00	$ 59,400.00	$ 67,402.80	$ 8,002.80	1872.30	$ 67,402.80	100.0%	0.00	$ -
18	203-G001	Excess Excavation, LVM, AH	2900.000		2900.000	CY	$ 15.00	$ 43,500.00	$ 43,500.00	$ -	2900.00	$ 43,500.00	100.0%	0.00	$ -
19	216-A001	Solid Sodding	2200.000		2200.000	SY	$ 6.00	$ 13,200.00	$ 13,200.00	$ -	0.00	$ -	0.0%	2200.00	$ 13,200.00
20	225-A001	Seeding	1.500		1.500	ACRE	$ 3,218.00	$ 4,827.00	$ 4,827.00	$ -	1.49	$ 4,794.82	99.3%	0.01	$ 32.18
21	225-C001	Mulch, Vegetative Mulch	1.500		1.500	ACRE	$ 1,030.00	$ 1,545.00	$ 1,545.00	$ -	1.49	$ 1,534.70	99.3%	0.01	$ 10.30
22	907-234-A001	Silt Fence	250.000	**-250.000**	0.000	LF	$ 6.00	$ 1,500.00	$ -	$ (1,500.00)	0.00	$ -		0.00	$ -
23	237-A001	Wattles, 12"	150.000	**-30.000**	120.000	LF	$ 6.00	$ 900.00	$ 720.00	$ (180.00)	120.00	$ 720.00	100.0%	0.00	$ -
24	304-E003	#57 Crushed Stone for Box Culvert & Wing Wall Bedding, FME	400.000	**-91.730**	308.270	CY	$ 171.00	$ 68,400.00	$ 52,714.17	$ (15,685.83)	308.27	$ 52,714.17	100.0%	0.00	$ -
25	304-F002	Size 610 Crushed Stone Base	253.000	**356.830**	609.830	TON	$ 68.00	$ 17,204.00	$ 41,468.44	$ 24,264.44	609.83	$ 41,468.44	100.0%	0.00	$ -
26	403-A006	19-mm, ST, Asphalt Pavement	151.000	**20.270**	171.270	TON	$ 308.00	$ 46,508.00	$ 52,751.16	$ 6,243.16	171.27	$ 52,751.16	100.0%	0.00	$ -
27	403-A015	9.5-mm, ST, Asphalt Pavement	86.000	**115.370**	201.370	TON	$ 308.00	$ 26,488.00	$ 62,021.96	$ 35,533.96	201.37	$ 62,021.96	100.0%	0.00	$ -
28	503-C010	Saw Cut, Full Depth	360.000	**-148.000**	212.000	LF	$ 10.00	$ 3,600.00	$ 2,120.00	$ (1,480.00)	212.00	$ 2,120.00	100.0%	0.00	$ -

21048 - JL King CO#2

	A	B1	B2	B3	B4	B5	B6	B7	C		D3	E3			H
LINE NO.	PAY ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUES											BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE
			Original QTY	**Proposed CO #2 Qty Adj.**	Updated Qty	UNIT	UNIT PRICE	Original Scheduled Value (B2 * B6)	Updated Scheduled Value (B4 * B6)	Change in Scheduled Value	Units Completed To Date **(D1+D2)**	Value Completed To Date **(E1+E2)**	% (G/C)		
29	603-CB005	30" Reinforced Concrete End Section	1.000	**1.000**	2.000	EA	$ 3,218.00	$ 3,218.00	$ 6,436.00	$ 3,218.00	2.00	$ 6,436.00	100.0%	0.00	$ -
30	603-SB028	24" or Smaller Branch Connections, Stub into Box Culvert	6.000	**-1.000**	5.000	EA	$ 1,287.00	$ 7,722.00	$ 6,435.00	$ (1,287.00)	5.00	$ 6,435.00	100.0%	0.00	$ -
31	603-SB036	30" or Larger Branch Connections, Stub into Box Culvert	1.000	**1.000**	2.000	EA	$ 1,544.00	$ 1,544.00	$ 3,088.00	$ 1,544.00	2.00	$ 3,088.00	100.0%	0.00	$ -
32	603-PA015	8'x6' Concrete Box Culvert, Precast or Cast In Place	1100.000	**7.000**	1107.000	LF	$ 799.00	$ 878,900.00	$ 884,493.00	$ 5,593.00	1107.00	$ 884,493.00	100.0%	0.00	$ -
33	603-PB013	8' x 6' Concrete Box Culvert Wing wall End Section	2.000		2.000	EA	$ 15,476.00	$ 30,952.00	$ 30,952.00	$ -	2.00	$ 30,952.00	100.0%	0.00	$ -
34	603-PE004	24" Corrugated HP Storm Pipe	200.000	**-18.000**	182.000	LF	$ 79.00	$ 15,800.00	$ 14,378.00	$ (1,422.00)	182.00	$ 14,378.00	100.0%	0.00	$ -
35	603-PE005	30" Corrugated HP Storm Pipe	30.000		30.000	LF	$ 154.00	$ 4,620.00	$ 4,620.00	$ -	30.00	$ 4,620.00	100.0%	0.00	$ -
36	604-E001	Modify Existing Inlet/Junction Box	1.000		1.000	EA	$ 7,722.00	$ 7,722.00	$ 7,722.00	$ -	1.00	$ 7,722.00	100.0%	0.00	$ -
37	608-B001	Concrete Sidewalk, with fiber reinforcement	210.000	**121.310**	331.310	SY	$ 69.00	$ 14,490.00	$ 22,860.39	$ 8,370.39	331.31	$ 22,860.39	100.0%	0.00	$ -
38	609-C001	Concrete Integral Curb, Type 1	200.000	**302.000**	502.000	LF	$ 34.00	$ 6,800.00	$ 17,068.00	$ 10,268.00	502.00	$ 17,068.00	100.0%	0.00	$ -
39	618-A001	Maintenance of Traffic	1.000	**0.000**	1.000	LS	$ 3,604.00	$ 3,604.00	$ 3,604.00	$ -	1.00	$ 3,604.00	100.0%	0.00	$ -
40	620-A001	Mobilization	1.000	**0.000**	1.000	LS	$ 182,162.00	$ 182,162.00	$ 182,162.00	$ -	1.00	$ 182,162.00	100.0%	0.00	$ -
41	815-A006	Loose Riprap, Size 200	100.000	**110.840**	210.840	TON	$ 109.00	$ 10,900.00	$ 22,981.56	$ 12,081.56	210.84	$ 22,981.56	100.0%	0.00	$ -
42	Removed	Removed	-		0.000	-	$ -	$ -	$ -	$ -	0.00	$ -		0.00	$ -
43	907-2730-A	6" PVC SDR 26 Sewer Line	60.000	**-60.000**	0.000	LF	$ 26.00	$ 1,560.00	$ -	$ (1,560.00)	0.00	$ -		0.00	$ -
44	907-2730-A	12" PVC SDR 26 Sewer Line	50.000	**2.000**	52.000	LF	$ 178.00	$ 8,900.00	$ 9,256.00	$ 356.00	52.00	$ 9,256.00	100.0%	0.00	$ -
44.1	907-2660-A	6" Diameter DR18 PVC Water Main	200.000	**-100.000**	100.000	LF	$ 26.00	$ 5,200.00	$ 2,600.00	$ (2,600.00)	100.00	$ 2,600.00	100.0%	0.00	$ -
44.2	907-2660-C	Ductile Iron Fittings	1000.000	**-800.000**	200.000	LBS	$ 19.00	$ 19,000.00	$ 3,800.00	$ (15,200.00)	200.00	$ 3,800.00	100.0%	0.00	$ -
44.3	907-2660-E	6" Diameter Insertion Valve	4.000	**-4.000**	0.000	EA	$ 13,514.00	$ 54,056.00	$ -	$ (54,056.00)	0.00	$ -		0.00	$ -
45	907-262-A006	12" Steel Casing for Water Line	200.000	**-65.000**	135.000	LF	$ 97.00	$ 19,400.00	$ 13,095.00	$ (6,305.00)	135.00	$ 13,095.00	100.0%	0.00	$ -
45.1	907-2661-A	1" PEXa Water Service	200.000	**508.000**	708.000	LF	$ 13.00	$ 2,600.00	$ 9,204.00	$ 6,604.00	708.00	$ 9,204.00	100.0%	0.00	$ -
46	L00059	New Storm Inlet, Per Plans	7.000	**1.000**	8.000	EA	$ 3,249.00	$ 22,743.00	$ 25,992.00	$ 3,249.00	8.00	$ 25,992.00	100.0%	0.00	$ -
47	608-B002	6" Reinforced Concrete Slab	1.000	**0.000**	1.000	LS	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ -	1.00	$ 5,500.00	100.0%	0.00	$ -
48		CO#1	1.000	**0.000**	1.000	LS	$ 65,053.55	$ 65,053.55	$ 65,053.55	$ -	1.00	$ 65,053.55	100.0%	0.00	$ -
49		Football Field Bathroom Electrical Service Replacement	0.000	**1.000**	1.000	LS	$ 1,298.91	$ -	$ 1,298.91	$ 1,298.91	1.00	$ 1,298.91	100.0%	0.00	$ -
50		Additional Grading at North Wingwall	0.000	**1.000**	1.000	LS	$ 2,587.50	$ -	$ 2,587.50	$ 2,587.50	1.00	$ 2,587.50	100.0%	0.00	$ -
51		Electrical Primary Conduit Replacement	0.000	**1.000**	1.000	LS	$ 2,002.88	$ -	$ 2,002.88	$ 2,002.88	1.00	$ 2,002.88	100.0%	0.00	$ -
52		Walking Track Light Conduit Replacement	0.000	**1.000**	1.000	LS	$ 603.78	$ -	$ 603.78	$ 603.78	1.00	$ 603.78	100.0%	0.00	$ -

21048 - JL King CO#2

	A	B1	B2	B3	B4	B5	B6	B7	C		D3	E3			H
LINE NO.	PAY ITEM NO.	DESCRIPTION OF WORK	CONTRACT VALUES												
			Original QTY	**Proposed CO #2 Qty Adj.**	Updated Qty	UNIT	UNIT PRICE	Original Scheduled Value (B2 * B6)	Updated Scheduled Value (B4 * B6)	Change in Scheduled Value	Units Completed To Date **(D1+D2)**	Value Completed To Date **(E1+E2)**	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE
53		8" PVC Culvert	0.000	**1.000**	1.000	LS	$ 808.13	$ -	$ 808.13	$ 808.13	1.00	$ 808.13	100.0%	0.00	$ -
		TOTALS						$ 1,863,511.55	$ 1,929,024.63	$ 65,513.08		$ 1,915,782.15	99.3%		$ 13,242.48

JL King CO#2 - Calendar Days Adjustment

Item	Calendar Days
Original Contract	240
CO#1	0
Pay App #1 Weather Days	0
Pay App #2 Weather Days	0
Pay App #3 Weather Days	3
Pay App #4 Weather Days	0
Pay App #5 Weather Days	1
Pay App #6 Weather Days	1
Pay App #7 Weather Days	0
Pay App #8 Weather Days	0
Pay App #9 Weather Days	0
Pay App #10 Weather Days	0
Atmos Long St Delay	7
C-Spire Long St Delay	14
Electrical Primary Conduit Replacement	2
JL King Center Sidewalk Redo	7
Additional Parking Lot Demo & Replace	3
Additional Long St Curb Remove & Replace	2
Additional grading at north wingwall	2
Football field bathroom electric service	2
Walking track light conduit replacement	0
8" PVC pipe under walking track	0
Total Additional =	44

New Total Calendar Days =	**284**

NTP	6/2/2025
New Substantial Completion Date	3/13/2026

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 3.31.26

SUBJECT: Request authorization to purchase and install Vent Hood and Kitchen Equipment from Jackson Restaurant Supply with equipment cost of $29,655.20 and installation cost of $12,500.00 for a total of $42,155.20 including a down payment of $15,749.03 for Cornerstone Concession Stand.

AMOUNT & SOURCE OF FUNDING:

Split 50% / 50% between 1%/2% Fund – 375-551-907-943 and CSP SFM LLC

FISCAL NOTE:

Received 2 quotes:
Singer Equipment - $30,897.73 Installation – Does not install Total $30,897.73
Jackson Restaurant Supply Equipment - $29,655.20 Installation - $12,500.00 Total - $42,155.20

Jackson Restaurant Supply provided the lowest quote for the equipment and provides installation services. Singer does not provide installation services. City prefers to have Jackson Restaurant Supply provide the installation services as they are familiar with the equipment.
Jackson Restaurant Supply requires a 50% down payment for purchase and installation of vent hood.

AUTHORIZATION HISTORY:

N/A

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION: Greg Owen, SFC General Manager

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Authorization to Purchase

03/31/2026

Quote

To:	Cornerstone Sports Complex Starkville Jeff Adkerson 222 Batters Box Blvd Starkville, MS 39759 662-323-2294 (Contact)	From:	Jackson Restaurant Supply Katherine Jackson 5124 Cliff Gookin Blvd. Tupelo, MS 38801 662-231-4230 662-231-4230 (Contact)
Project:	Cornerstone Sports Complex - hood replacement 222 Batters Box Blvd Starkville , MS 39759		

Job Reference Number: 23214

THANK YOU FOR SUPPORTING LOCAL BUSINESSES!!!

Item	Qty	Description	Sell	Sell Total
1	1 ea	**EXHAUST HOOD, MAKE-UP AIR JACKET** CAPTIVE AIRE #8533422 Hood #1 - KH-1 - Job #8533422 4824EX-2-PSP-F - 6ft 0" Long Exhaust-Only Wall Canopy Hood with 14" Wide Front Perforated Supply Plenum with Built-in 3" Back Standoff x1 - 430 SS Where Exposed x1 - Fire Cabinet on the Left Side 12.00" Width x 48.00" Length x 24.00" Height (Additional charges may apply for cabinet if not sold with fire system) x1 - FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified x4 - L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others x2 - Extra Fixtures- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture) x2 - EXHAUST RISER - Factory installed 14" Diameter X 4" Height x1 - SUPPLY RISER - 12"x 28" Supply Riser with Volume Dampers x2 - 1/2 Pint Grease Cup New Style, Flanged Slotted x2 - FIELD WRAPPER 18.00" High Front, Left, Right x1 - Electrical Package Installation in Utility Cabinet by Plant. x1 - BACKSPLASH 80.00" High X 84.00" Long 430 SS Vertical (Includes End Caps & Divider Bars) x1	$14,778.88	$14,778.88

Item	Qty	Description	Sell	Sell Total

Fire System #1 - Job #8533422
TANK-SP-2 Tank Fire Suppression 8 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with electric detection, tank(s), 24 VDC release mechanism, fire system agent, pressurized tanks, and electric pull station). (Formerly CAS-EWC).
Includes piping for hood: 1. x1
- Tank-based Fire Protection System equipped with Electronic Detection utilizing CORE board as a Listed Release Mechanism. Installed in Hood Utility Cabinet with integral hood prewire panel. x1
- Pressure Switch - Monitors Tank Pressure, Supervised Signal, TANK FIRE SUPPRESSION x1
- SC-EGVA2 GAS VALVE - 2" Electrical Shutoff Valve for use with HMI reset, 110V, 60Hz (#8214280). Includes upstream strainer assembly. x1

Fan #1 EADU85H - Exhaust Fan - Job #8533422
EADU85H High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel.
Exhaust Fan handles 1350 CFM @ -0.750" wc ESP, Fan runs at 1169 RPM.
Exhaust Motor: 0.750 HP, 3 Phs, 208 V, 60 Hz, 2.6 FLA, ODP (Open Drip Proof) x1
- Grease Cup for kitchen-duty centrifugal exhaust fans,
Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 Gauge) (Includes Down Spout) x1
- Through Wall Curb Mount Installation Option. x1
- Wall Mount Construction for Direct Drive Fan. Through-Bolt mount motor for extra support in wall mount application. Vibration isolator mounts not used. x1
- Disconnect Switch Loose - Wire Is Extended 10' To Allow Remote Mounting Of The NEMA 3R Enclosure & Switch. Cord Fittings Are Installed In Switch Box. 10-32 Hardware and 7/8" Plug Are Installed In Apron Switch Mounting Holes. x1
- HINGE KIT - Heavy Duty Hinge kit with locking spring pin for exhaust fan roof curbs. Includes Hardware to attach hinge to curb and hinge to base. 10 GA Galvanized.

Note: Requires 16GA curb or 18GA curb with 16GA back plate - (9"x9" cut size). x1
- Curb CRB23x24E On Fan #1 Flat Curb x1
- Vented Base for Curb x1
- Full Bottom Curb Corner. Base flange corners fully welded or staked by factory. x1

Fan #2 ETA1-15D - Supply Fan - Job #8533422
ETA1-15D InLine Supply Unit w/ 15" Direct Drive Fan in Size #1 Housing. Insulated Housing.

Item	Qty	Description	Sell	Sell Total

Supply Fan handles 1350 CFM @ 0.500" wc ESP, Fan runs at 1525 RPM.
Supply Motor: 0.750 HP, 3 Phs, 208 V, 60 Hz, 2.5 FLA, ODP (Open Drip Proof)
Side Discharge - Air Flow Right -> Left x1
- Indoor Hanging Cradle For The Size 1 Untempered INLINE Unit. 2 HSA125 Hanging Isolators per Uni-Strut Included. x1

Electrical System #1 - Job #8533422
SC-311110MA 3 Phase w/ control for 1 Exhaust Fan, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Relay On/Off with Supply Fan, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. INVERTER DUTY 3 PHASE MOTOR REQUIRED FOR USE WITH VFD. Includes 1 Duct Thermostat kit. x1
- i51BP175D0000ACBSS - i500 Variable Frequency Drive - 1 HP Max., 230 V, 1Ph or 3Ph, 4.2 A Max., NEMA 1 Enclosure, PART NEEDS PROGRAMMING x1
- i51BP175D0000ACBSS - i500 Variable Frequency Drive - 1 HP Max., 230 V, 1Ph or 3Ph, 4.2 A Max., NEMA 1 Enclosure, PART NEEDS PROGRAMMING x1
- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each. x1
- Thermistor CABLE - 18/2 AWG GREEN WHITE, plenum rated. USED for thermistor duct stat. Per Foot Price. x25

Duct Run #1 - 430 Stainless
(RC1) EDW18DWRISER-2R-S Double Wall Riser Cover - Used On 14" Inner Riser, 4" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Riser Shell Assembly. Includes Insulation & Single V Clamps For Inner & Outer Connections. x1
(P1) EDW14DWTEASY-2R-S Double Wall Duct - 14" Inner Tee Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. x1
(P2) EDW1447DWLT-2R-S Double Wall Duct - 14" Inner Duct, 47" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. x1
(P3) EDW1447DWLT-2R-S Double Wall Duct - 14" Inner Duct, 47" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. x1
(P4) EDW1423DWLT-2R-S Double Wall Duct - 14" Inner Duct, 23" long - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. x1
(P5) EDW1447DWAJDTP-2R-S Double Wall Adjustable Duct Transition Plate - 14" Inner Duct - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. Min Length = 11" / Max Length = 48.5" / Adjustment = 30.5" / Adjustable Section May Need To Be Cut.

Includes single and double wall "V" Clamps. x1
(P6) EDW2314TP Duct to Curb Transition, 23" Curb to 14" Duct, 16 GA Aluminized. Used on BDU15, DU75 & 85. x1
(P7) EDW1822SADKIT Duct - Horizontal Saddle Support Kit, Used With

Item	Qty	Description	Sell	Sell Total
		18" OD - Includes Uni-Strut Cut To Length, DW1822SAD, & Hardware Bag 4. x1 (P8) EDW1822SADKIT Duct - Horizontal Saddle Support Kit, Used With 18" OD - Includes Uni-Strut Cut To Length, DW1822SAD, & Hardware Bag 4. x1 (P9) EDW1822SADKIT Duct - Horizontal Saddle Support Kit, Used With 18" OD - Includes Uni-Strut Cut To Length, DW1822SAD, & Hardware Bag 4. x1 (P10) EDW14DWACCDOORCOV-2R-S Double Wall Duct - 14" Inner Access Door & 18" Access Door Cover With Clamps - 2 Layers Reduced Clearance - 18" Stainless Steel Outer Shell. x1 3M-2000PLUS Duct - 3M Fire Barrier 2000 Plus Silicone - Used as sealant to Seal Duct Joints. x1 EDW14DWCLASY-2R-S Duct - 14" Duct - 18" Double "V" Clamp - 2R Insulation & Single "V" Clamp Included - Reduced Clearance. x3	**Extended Total:**	**$14,778.88**
1.1	1 ea	**HOOK UP CAPTIVE AIRE TANK** State Systems inc CORNERSTONE SPORTS COMPLEX SUMMARY: State Systems, Inc. proposes to furnish and install the following equipment for the above location in accordance with NFPA 17A, 96 and local fire code. Hook up Captive Aire Tank UL-300 fire suppression system in customer supplied hood PRICE: State Systems, Inc. proposes submitting permits and testing the above listed applications, according to manufacturer's requirements, state and local codes EXCLUSIONS: This proposal does not include: - Electrical work - recessing of pull stations - Plumbing work - connection of fire alarm to suppression systems - After hours work - patchwork and painting WARRANTIES: It is State Systems, Inc. intention to have every article it sells to give complete satisfaction. To achieve this, we make every effort to maintain high standards of workmanship, materials and inspection of our products. Therefore, all materials and equipment furnished under this agreement will be guaranteed against defects in material and workmanship for a period of one (1) year after delivery. Our labor is warranted for ninety (90) days.	$3,000.00	$3,000.00
			Extended Total:	**$3,000.00**
1.2	1 ea	**HOOD INSTALLATION** Ken Jeter Mechanical HOOD INSTALLATION		

Item	Qty	Description	Sell	Sell Total
2	2 ea	**ELECTRIC FLOOR FRYER**	$2,162.40	$4,324.80
		Frymaster/Dean SR114E Dean® Super Runner Value Fryer, electric, floor model, 40 lbs. capacity, durable temperature probe, power switch, indicator light, includes: rack-type basket support, basket hanger & twin baskets, stainless steel frypot, front & door, aluminized sides, 6" adjustable steel legs, 14.0kW, cULus, CE, NSF		
	2 ea	Note: Prices listed are for within the USA only. Please contact the factory for pricing if quoting outside of the USA		
	2 ea	Note: Select Program models available with standard features only		
	2 ea	208v/60/3, 39.0 amps, 3 wire, no plug		
	2 ea	Casters, set of 4 (2) with brakes, in lieu of std. legs	$151.27	<Optional>
			Extended Total:	**$4,324.80**
2.1	2 ea	**FRYER COVER**	$96.00	<Optional>
		USA FABRICATION CUSTOM USA FRER COV Fryer cover		
			Extended Total: <Optional>	**$192.00**
2	1 ea	**NACHO CHEESE / CHIPS WARMER, DISPLAY**	$484.94	$484.94
		Gold Medal Products 5345 Nacho Cheese Dispenser, single push button dispensing, peristaltic pump, 225 watts, 120v/60/1-ph, NEMA 5-15P, cULus, UL EPH Classified		
	1 ea	All information & pricing is subject to change without notice; contact Gold Medal Products Co. for the most up-to-date pricing and information.		
			Extended Total:	**$484.94**
3	1 ea	**REACH-IN FREEZER**	$2,322.86	$2,322.86
		Atosa USA, Inc. MBF8001GR Atosa Freezer, reach-in, one-section, 28-7/10"W x 31-7/10"D x 81-3/10"H, top mount self-contained refrigeration, 21.4 cu ft., (1) locking hinged solid door, digital temperature control, -8° to 0°F temperature range, (3) adjustable shelves, interior LED lighting, automatic evaporation, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 6.3 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
	1 ea	Extended warranty to a 5 year parts & labor warranty with 5 year compressor part warranty (continental USA only) (NET)	$367.20	$367.20
			Extended Total:	**$2,690.06**
4	1 ea	**GRIDDLE, ELECTRIC, COUNTERTOP**	$2,844.71	$2,844.71

Item	Qty	Description	Sell	Sell Total
		Star (Middleby) 536TGF (QUICK SHIP) (MIDDLEBY ESSENTIALS ITEM) Star-Max® Heavy Duty Griddle, electric, countertop, 36" W x 20-3/4" D cooking surface, 1" thick polished steel griddle plate, 150°-450°F snap-action thermostat and 4000 watt element every 12", welded steel frame with stainless steel top and front, splash guard & grease trough, aluminized steel sides, chrome metal knobs, grease drawer, 4" steel legs, cULus, UL EPH Classified, CSA, Made in USA		
	1 ea	2 year parts & labor warranty, standard		
	1 ea	(536TGF) 208/240v/60/1-ph or 3-ph, 9.0/12.0 kW, field wired (Field convertible), standard		
			Extended Total:	**$2,844.71**
5	2 ea	**FOOD PAN WARMER, COUNTERTOP**	$156.32	$312.64
		Winco FW-S500 Food Warmer, electric, 22-1/2"W x 14-5/8"D x 9-3/8"H (overall dimensions), countertop, 20" x 12" standard opening, fits most full-sized pans up to 6" deep, dial control with (3) temperature settings: low, medium, & high (140°, 170°, & 200°F), stainless steel body, 120v/60/1-ph, 10 amp, 1200W, cETLus, ETL-Sanitation (Qty Break = 1 each)		
	2 ea	One year warranty, standard		
			Extended Total:	**$312.64**

Merchandise	$28,436.03
Freight	$1,219.17
Installation	$12,500.00
Subtotal	$42,155.20
Total	$42,155.20

TERMS: 50% DOWN 40% WHEN HOOD IS INSTALLED 10% AFTER FIRE INSPECTION

Installation Line Includes: Receive (check for shipping damage), Warehouse (until install date), delivery, un-crate, assemble, set in place, and start up (provided all utilizes are in place).

EQUIPMENT INSTALL
Installation Line Includes: NOT ON QUOTE AT THIS TIME
Receive (check for shipping damage), Warehouse (until install date), delivery, un-crate, assemble, set in place, and start up (provided all utilizes are in place).
$75 per man hour, will require two men.

CUSTOMER PICK UP PRICE
OPTIONAL or ALTERNATES are not in the totals

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $42,155.20

SINGER | H&R

Quote

03/20/2026

Project:
CORNERSTONE SPORTS COMPLEX
STARKVILLE MS

From:
Singer MS, LLC dba Singer H&R (100)
Shannon Brown
5020 Arundel Rd.
PO Box 6 (39302)
Meridian, MS 39307-9431
6014827127
(601) 896-8329 (Contact)

This is a quote (the "Quote") to provide equipment and/or services. This Quote includes the conditions presented below and the terms that are included at https://www.singerequipment.com/policies/quote-terms-conditions (the "Terms").

When you accept this Quote, as provided below, this Quote, together with the Terms, will form a binding contract (the "Contract") between you and Singer Equipment Company, Inc., ("Singer").

NO INSTALL, DELIVERY ONLY.

FREIGHT NOT INCLUDED

Item	Qty	Description	Sell	Sell Total
1	2 ea	**ELECTRIC FLOOR FRYER**	$3,591.44	$7,182.88
		Pitco Frialator (Middleby) Fryer, electric, floor model, full frypot, 35 lb. oil capacity, thermostat with on/off switch, temperature limit switch, removable basket hanger, 1-1/4" full port valve, includes: (2) twin baskets, (1) drain extension, (1) drain line clean-out rod & cleaner sample, stainless steel tank, front & sides, 6" adjustable legs, cULus, UL EPH Listed		
	2 ea	1 year parts and labor warranty from the date of installation up to a maximum of 15 months from the date of manufacture (with appropriate documentation), standard		
	2 ea	208v/50/60/3-ph, 41.6 amps, 15.0 kW, DIRECT		
			ITEM TOTAL:	**$7,182.88**
2	2 ea	**ELECTRIC FLOOR FRYER**	$2,087.00	<Alternate>

Item	Qty	Description	Sell	Sell Total
		Imperial (Middleby) (QUICK SHIP) (MIDDLEBY ESSENTIALS ITEM) Fryer, electric, floor model, 40 lb. capacity, immersed electrical elements, snap action thermostat, includes: wire mesh crumb screen & (2) nickel-plated baskets, stainless steel front, door, sides, basket hanger & frypot, 6" legs, 14.0kW, cETLus, CSA-Sanitation, CE		
	2 ea	Quick Ship items have limited configurations & that standard configuration may not apply. Contact factory for details		<Alternate>
	2 ea	Limited one year parts and labor warranty, standard		<Alternate>
	2 ea	208v/60/3-ph, 39.0 amps, 14.0 kW		<Alternate>
			ITEM TOTAL: <Alternate>	**$4,174.00**
3	1 ea	**NACHO CHEESE / CHIPS WARMER, DISPLAY** Gold Medal Products Nacho Cheese Dispenser, single push button dispensing, peristaltic pump, 225 watts, 120v/60/1-ph, NEMA 5-15P, cULus, UL EPH Classified	$473.53	$473.53
	1 ea	All information & pricing is subject to change without notice; contact Gold Medal Products Co. for the most up-to-date pricing and information.		
			ITEM TOTAL:	**$473.53**
4	1 ea	**REACH-IN FREEZER** Traulsen Model No. 170932 Dealer's Choice C Series Freezer, reach-in, one-section, 19.89 cu. ft., self-contained bottom mount refrigeration, (1) right hinged full-height solid door (field reversible), electronic control with LED display, (3) epoxy coated shelves per section, stainless steel exterior & interior, galvanized steel top, back & bottom, (4) casters, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 7.0 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	$4,822.38	$4,822.38
			ITEM TOTAL:	**$4,822.38**
5	1 ea	**REACH-IN FREEZER** Atosa USA, Inc. Model No. 170882 Atosa Freezer, reach-in, one-section, 28-7/10"W x 31-7/10"D x 81-3/10"H, top mount self-contained refrigeration, 21.4 cu ft., (1) locking hinged solid door, digital temperature control, -8° to 0°F temperature range, (3) adjustable shelves, interior LED lighting, automatic evaporation, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 6.3 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	$2,554.08	<Alternate>
			ITEM TOTAL: <Alternate>	**$2,554.08**
6	1 ea	**GRIDDLE, ELECTRIC, COUNTERTOP**	$2,273.17	$2,273.17

Item	Qty	Description	Sell	Sell Total
		Star (Middleby) Model No. 160233 (QUICK SHIP) (MIDDLEBY ESSENTIALS ITEM) Star-Max® Heavy Duty Griddle, electric, countertop, 36" W x 20-3/4" D cooking surface, 1" thick polished steel griddle plate, 150°-450°F snap-action thermostat and 4000 watt element every 12", welded steel frame with stainless steel top and front, splash guard & grease trough, aluminized steel sides, chrome metal knobs, grease drawer, 4" steel legs, cULus, UL EPH Classified, CSA, Made in USA		
	1 ea	2 year parts & labor warranty, standard		
	1 ea	(536TGF) 208/240v/60/1-ph or 3-ph, 9.0/12.0 kW, field wired (Field convertible), standard		
			ITEM TOTAL:	**$2,273.17**
7	1 ea	**FOOD PAN WARMER, COUNTERTOP** Nemco Food Equipment Model No. 160152 Countertop Warmer, wet operation, accepts 12" x 20" full size pan or fractional size pans, adjustable thermostat, cycling indicator pilot light, stainless steel construction, 1200 watts, NEMA 5-15P, 120v/60/1ph, 10 amps, cETLus, NSF	$185.54	$185.54
			ITEM TOTAL:	**$185.54**
8	1 ea	**HOOD** Larkin HOOD 1 1 7' 0" x 48" x 24" Model: EO-FPSP (EXHAUST ONLY-FRONT PERFORATED SUPPLY PLENUM) WALL STYLE - 430 STAINLESS STEEL - WHERE EXPOSED WEIGHT: 361lbs 600 Degree ETL Label 2 Prewired Incandescent Light(s) 1 11X11 Exhaust Collar(s) For Top Loose 1 24X10 Supply Collar W/O Damper Loose 1 96"X12" FPSP (Front Perforated Supply Plenum) 1 19" S/S Ceiling Enclosure 1 96X80 S/S Back Wall Splash Panel 1 Hood Mounted Ansul/Amerex System Field Installed LH-END (Fire Cabinet Adds 12" to Length of Hood) 1 Stainless Steel Baffle Filters 1 HEAT SENSOR HOOD MOUNTED (NO CHARGE) CFM REQUIREMENT: EXHAUST: 1421 CFMS @ .375 S.P. NOTE.....: S.P. Calculations Include Hood, Filters, and up to 8' of Straight Exhaust Duct. SUPPLY: 1137 CFMS @ .125 S.P. NOTE.....: S.P. Calculations Include Hood and up to 20' of Straight Supply Duct. 1 UL-762 EXHAUST FAN - For HOOD: 1 Model: XCUBE-120-5 1/2 HP 115 V 1 PH 9.80 AMPS	$15,585.23	$15,585.23

Item	Qty	Description	Sell	Sell Total
		Exhaust Air Volume: 1421 CFM @ 1.000SP Weight: 66lbs 1 ETL-705 SUPPLY FAN - For HOOD: 1 Model: ARS-9 1/4 HP 115 V 1 PH 5.80 AMPS Supply Air Volume: 1137 CFM @ 0.500SP Weight: 195lbs 1 ARS - END DISCHARGE 1 Wall Mount Platform * * * * * * * * * * * * * * * 1 Auto Fan Control System Thermostatically controlled ON/OFF, lights off in fire mode, 10amp light control relay, 2 aux dry contacts, 120v power for shunt trip. 12X22X6 Stainless Steel enclosure Controlling HOOD 1 Section 1 Display/Switches mounted on enclosure door 1 Hood Sensors Controlled Fans: FAN PHASE VOLTS HP FLA TYPE Exhaust 1 115 1/2 9.80 Contactor Supply 1 115 1/4 5.80 Contactor EACH HOOD INCLUDES ALUMINUM FILTERS (UNLESS OTHERWISE NOTED), GREASE CUP, GREASE TRAY, HANGING BRACKETS (NO HANGING HARDWARE), NSF LABEL	**ITEM TOTAL:**	**$15,585.23** *
9	1 ea	**DELIVERY** Singer H&R H&R TO DELIVER, UNCRATE, AND SET IN PLACE OF EQUIPMENT NO INSTALL. DELIVERY ONLY OF HOOD.	$375.00	$375.00
			ITEM TOTAL:	**$375.00**
			Merchandise	$30,897.73
			Tax 7%	$2,162.84
			Total	$33,060.57

* Does Not Include Installation or Removal of Existing Hood. They Do Not Provide This Service

Prices are valid for 10 days unless otherwise noted herein, thereafter reconfirm.

In the event of an increase in U.S. published tariffs resulting in an increase of Singer's cost for Goods that are subject to a Proposal or an order by Customer, Singer may, prior to Customer's payment in full for such Goods, increase the price for such Goods by an amount equal to the increase of Singer's cost.

Unless otherwise noted herein, freight charges are NOT included.

Warranties
Manufacturer's standard warranties are included. No other warranty is extended or implied unless otherwise noted herein, and ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY LAW.

Taxes
Prices do not include sales nor use tax unless otherwise noted herein. All applicable taxes are subject to the current rate at time of final invoicing and are the responsibility of the customer.

Payment Terms
Unless otherwise noted herein, standard payment terms are 50% due at signing of quote and acceptance of terms and conditions, and the remaining balance will be due prior to delivery. Prices are quoted based on check or ACH as a form of payment. Credit card payment may incur a service charge on the total order.

See link to the Terms and Conditions, Return/Cancellation Section for the return and cancellation terms applicable to this Quote.

See link to the Terms and Conditions, Delivery Section, for delivery and shipping terms applicable to this Quote.

See link to the Terms and Conditions, Scope of Work Section, for the scope of Singer's work and exclusions therefrom applicable to this Quote.

Please read this quotation carefully as it is based upon our interpretation of the items being requested. Review this quotation for errors, omissions or inaccuracies of any kind. The customer is responsible to verify all measurements, directions of operation, voltages and utility specifications prior to ordering. Any changes to the above may incur a price adjustment.

TO ACCEPT THE QUOTE AND THE TERMS, AND TO CONFIRM OUR CONTRACT, PLEASE EITHER:

A. Select the "ACCEPT" button at the bottom of the screen which will prompt you to execute an electronic signature, which we accept. *By executing this Quote and the Contract hereby created, you are authorizing Singer to rely on your electronic signature as binding confirmation of your agreement to Contract. In addition, by executing this Quote, you are expressly acknowledging and agreeing to the Contract thereby created, comprised of this Quote and the Singer Terms, and the terms on each and every page of the Contract.*

B. Print, sign and return this entire document to your Singer Representative or Copy and Paste this entire document into your confirming acceptance email and send the email to your Singer Representative.

As an authorized representative of the undersigned customer, the undersigned hereby confirms and accepts the terms of the Quote and the Terms at https://www.singerequipment.com/policies/quote- terms-conditions, which I hereby confirm on behalf of the Customer, I have reviewed and accepted, and thus confirm and the Contract between the undersigned Customer and Singer intending the undersigned Customer to be legally bound by the terms of the Contract hereby formed.

AS THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER, I FURTHER CONFIRM THAT ANY PRE-PRINTED TERMS THE CUSTOMER MAY INCLUDE ON ANY PURCHASE ORDER OR CONFIRMATION WILL NOT AMEND THIS QUOTE OR THE CONTRACT AND WILL NOT BE BINDING ON SINGER AND ARE EXPRESSLY EXCLUDED.

If you are an individual, YOU HEREBY CONFIRM THAT YOU ARE OF LEGAL AGE TO CONTRACT IN
YOUR JURISDICTION (18 OR 19 DEPENDING UPON YOUR STATE), and are signing and returning this Contract as your voluntary act and deed, intending to be legally bound by this Contract, which includes the above Quote and the Terms at https://www.singerequipment.com/policies/quote-terms-conditions, both of which I hereby ACCEPT.

WE ACCEPT ELECTRONIC SIGNATURES. *By executing this Quote and the Contract hereby created, as the authorized representative of the Customer, you are authorizing Singer to rely on your electronic signature as binding confirmation of your agreement to Contract. In addition, by executing this Quote, on behalf of the Customer, you are expressly acknowledging and agreeing to the Contract thereby created, comprised of this Quote and the Singer Terms, and the terms on each and every page of the Contract.*

Insert name
of customer: _____

By (signature): _____

Name (print): _____

Title (print): _____

Date: _____

Fill Out Our Application at singerequipment.com/finance

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $33,060.57

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 31 March 2026

SUBJECT: Request and consideration to approve the sole source service agreement with Perry Weather for (2) full-service weather systems at a pro-rated cost of $1,136.44 for the time of May 1 – June 29, 2026. This amount plus the shipping cost of $800 will total $1,936.44.
Beginning June 30, 2026, the total for the (2) additional units will be $6,800 annually.

AMOUNT & SOURCE OF FUNDING:

1%/2% Fund

FISCAL NOTE:

Parks and Recreation Department currently has Perry Weather Systems at the Travis Outlaw Center and Cornerstone Park. These additional systems will complement and be integrated into the current system.

AUTHORIZATION HISTORY:

N/A

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION: Greg Owen, General Manager

FOR MORE INFORMATION CONTACT:

Greg Owen at gowen@sportsfacilities.com

SUGGESTED MOTION: Move to approve.

City of Starkville - May 1st, 2026-June 30th, 2026 Prorated Amount (Copy)

perry weather

City Of Starkville
110 W Main St
Starkville, MS 39759

Greg Owen
gowen@sportsfacilities.com
6014088111

Reference: 20260331-224713180
Quote expires: June 29, 2026

Comments from Erik Wingfield:
This is a one-time prorated cost for May 1st, 2026 - June 30th, 2026.

Item & Description	Quantity	Unit Price	Total
Software + Outdoor Warning System (OWS) Subscription Bundle	2	$3,900.00 / year	$6,800.00 / year after $1,000 discount
Shipping	2	$500.00	$800.00 after $200 discount
Hardware Self-Installation Most common installation type. Includes complete step-by-step instructions (PDF + digital walkthrough) with personalized phone/email support as needed	2	$0.00	$0.00

Annual subtotal	$6,800.00 after $1,000.00 discount
One-time subtotal	$800.00 after $200.00 discount
Prorated Discount	($5,663.56)
Total	**$1,936.44**

Applicable taxes, if any, not shown. Email tax exemption certificates to billing@perryweather.com. Subscriptions subject to annual market rate adjustments (5% or CPI inflation, whichever is greater), unless otherwise stated on an Order Form or Agreement.

Questions? Contact me. Erik Wingfield, erik@perryweather.com , +18175288678

Subtotals

Annual subtotal	$6,800.00 after $1,000.00 discount
One-time subtotal	$800.00

Total
$7,600.00

Important Notes: Customer is responsible for providing a lift or bucket truck if needed for hardware installation (if applicable). Quote does not include any applicable taxes. Tax exemption certificates may be emailed to billing@perryweather.com.

Questions? Contact me

Lily Baker, Account Executive
lily@perryweather.com, +14693381713

perry weather

City Of Starkville - Add 2 OWS

City Of Starkville
110 W Main St
Starkville, MS 39759

Reference: 20250805-163954635
Quote created: August 5, 2025
Quote expires: March 31, 2026

Comments from Lily Baker

This quote is in addition to your existing annual contract amount.

Products & Services

Name	Qty	Unit price	Total
Software + Outdoor Warning System (OWS) Subscription Bundle SOFTWARE: - 10 Users w/ mobile app + computer dashboard - Custom alerts for heat, lightning, rain, wind, etc. - 24/7 Meteorologist support (call, text, and email) - Widget for website, TV, QR Code, etc. - Mass Notify Staff feature - Monitor each facility separately - GPS Specific alerts as you travel OUTDOOR WARNING SYSTEM: - Automated and Manually triggered - Custom text-to-speech PA - Full Control of Active Siren Days/Times - Flashing Strobe Light - Cellular Connection	2	$3,900.00 / year	$6,800.00 / year after $1,000.00 discount for 4 years
Shipping, per Unit	~~2~~	~~$400.00~~	~~$800.00~~
Self-Installation	2	$0.00	$0.00

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 3.31.26

SUBJECT: Consideration to approve the lowest quote of 69,495.00 from Wade Incorporated for (5) commercial grade mowers consisting of (4) 72" and (1) 60" mower.

AMOUNT & SOURCE OF FUNDING:

1%/2% Fund – 375-551-907-943

FISCAL NOTE:

Two quotes received:
Wade Incorporated - $69,495.00
East Mississippi Lumber Co. - $82,499.95

AUTHORIZATION HISTORY:

N/A

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION: Greg Owen, SFC General Manager

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Authorization to Purchase

WADE INCORPORATED

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

Charles Shearon
Wade, Inc.
1985 Highway 304 West
Hernando, MS 38632
Work Phone: 6623865675
Cell Phone: 6623865675
Email: CSHEARON@WADEINC.COM

WADE INCORPORATED

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Charles Shearon

Wade, Inc.

1985 Highway 304 West Hernando, MS 38632

Prepared For

STARKVILLE PARKS AND RECREATION DEPARTMENT

BANC LEASING LLC

PLANO, TX 75074

(662) 323-2294

Prepared By

Charles Shearon

Wade, Inc.

1985 Highway 304 West

Hernando, MS 38632

6623865675

CSHEARON@WADEINC.COM

Quote Id 1774011

Creation Date 17-Mar-2026

Expiration Date 27-Feb-2027

Customer Notes

PLEASE NOTE
ESTIMATED ARRIVAL OF Z960M's IS APRIL 16th, 2026
ESTIMATED ARRIVAL OF Z930M IS APRIL 8th, 2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New John Deere Z960M ZTrak 2234TC **Contract:** MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$19,002.00	$14,251.50	1	$14,251.50
New John Deere Z960M ZTrak 2234TC **Contract:** MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$19,002.00	$14,251.50	1	$14,251.50
New John Deere Z960M ZTrak 2234TC **Contract:** MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$19,002.00	$14,251.50	1	$14,251.50
New John Deere Z960M ZTrak 2234TC **Contract:** MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$19,002.00	$14,251.50	1	$14,251.50
New John Deere Z930M ZTrak 216ETC **Contract:** MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$16,652.00	$12,489.00	1	$12,489.00

Salesperson : X _____

Accepted By : X _____

Equipment Total	**$69,495.00**

Quote Summary

Total Selling Price	$69,495.00
Sub-total	**$69,495.00**
Balance Due	**$69,495.00**

Salesperson : X _____

Accepted By : X _____

WADE INCORPORATED

JOHN DEERE

Selling Equipment

Quote # 1774011

Customer STARKVILLE PARKS AND RECREATION DEPARTMENT

New John Deere Z960M ZTrak 2234TC

QTY In Group : 1

Hours	0	Suggested List
Serial Number		$19,002.00
Stock Number	X118114	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$14,251.50
		Discount Amount
PUK Parent Serial #	---	($4,750.50)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2234TC	Z960M ZTrak	1	$16,209.00	23.0%	($3,728.07)	$12,480.93

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
1041	1041 24x12N12 Michelin X Tweel	1	$1,448.00	23.0%	($333.04)	$1,114.96
1506	1506 72 In. Side Discharge Mow	1	$750.00	23.0%	($172.50)	$577.50
2093	2093 Fully Adjustable Suspensi	1	$595.00	23.0%	($136.85)	$458.15
001A	001A United States /Canada	1	$0.00	23.0%	$0.00	$0.00
Total Base / Options			**$19,002.00**		**($4,370.46)**	**$14,631.54**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($380.04)
Total Discounts	**($380.04)**
Selling Price Subtotal	**$14,251.50**

Total Selling Price	**$19,002.00**	**($4,750.50)**	**$14,251.50**

WADE INCORPORATED

JOHN DEERE

New John Deere Z960M ZTrak 2234TC

QTY In Group : 1

Hours	0	Suggested List
Serial Number		$19,002.00
Stock Number	X118116	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$14,251.50
		Discount Amount
PUK Parent Serial #	- - -	($4,750.50)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2234TC	Z960M ZTrak	1	$16,209.00	23.0%	($3,728.07)	$12,480.93

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2093	2093 Fully Adjustable Suspensi	1	$595.00	23.0%	($136.85)	$458.15
1506	1506 72 In. Side Discharge Mow	1	$750.00	23.0%	($172.50)	$577.50
001A	001A United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1041	1041 24x12N12 Michelin X Tweel	1	$1,448.00	23.0%	($333.04)	$1,114.96
Total Base / Options			**$19,002.00**		**($4,370.46)**	**$14,631.54**

Customer Discounts

Description			Discount Amount
Multi-unit Discount			($380.04)
Total Discounts			**($380.04)**
Selling Price Subtotal			**$14,251.50**
Total Selling Price	**$19,002.00**	**($4,750.50)**	**$14,251.50**

WADE INCORPORATED

JOHN DEERE

New John Deere Z960M ZTrak 2234TC

QTY In Group : 1

Hours	0	Suggested List
Serial Number		$19,002.00
Stock Number	X118117	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$14,251.50
		Discount Amount
PUK Parent Serial #	- - -	($4,750.50)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2234TC	Z960M ZTrak	1	$16,209.00	23.0%	($3,728.07)	$12,480.93

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2093	2093 Fully Adjustable Suspensi	1	$595.00	23.0%	($136.85)	$458.15
001A	001A United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1506	1506 72 In. Side Discharge Mow	1	$750.00	23.0%	($172.50)	$577.50
1041	1041 24x12N12 Michelin X Tweel	1	$1,448.00	23.0%	($333.04)	$1,114.96
Total Base / Options			**$19,002.00**		**($4,370.46)**	**$14,631.54**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($380.04)
Total Discounts	**($380.04)**
Selling Price Subtotal	**$14,251.50**
Total Selling Price	**$19,002.00** **($4,750.50)** **$14,251.50**

WADE INCORPORATED

JOHN DEERE

New John Deere Z960M ZTrak 2234TC

QTY In Group : 1

Hours	0	Suggested List
Serial Number		$19,002.00
Stock Number	X118111	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$14,251.50
		Discount Amount
PUK Parent Serial #	- - -	($4,750.50)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2234TC	Z960M ZTrak	1	$16,209.00	23.0%	($3,728.07)	$12,480.93

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
1041	1041 24x12N12 Michelin X Tweel	1	$1,448.00	23.0%	($333.04)	$1,114.96
001A	001A United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1506	1506 72 In. Side Discharge Mow	1	$750.00	23.0%	($172.50)	$577.50
2093	2093 Fully Adjustable Suspensi	1	$595.00	23.0%	($136.85)	$458.15
Total Base / Options			**$19,002.00**		**($4,370.46)**	**$14,631.54**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($380.04)
Total Discounts	**($380.04)**
Selling Price Subtotal	**$14,251.50**
Total Selling Price	**$19,002.00** **($4,750.50)** **$14,251.50**

WADE INCORPORATED

JOHN DEERE

New John Deere Z930M ZTrak 216ETC

QTY In Group : 1

Hours	0	Suggested List
Serial Number		$16,652.00
Stock Number	X118069	Selling Price
Contract	MS Grounds Maintenance Equip 8200084816 (PG 4D CG 22)	$12,489.00
		Discount Amount
PUK Parent Serial #	- - -	($4,163.00)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
216ETC	Z930M ZTrak	1	$14,609.00	23.0%	($3,360.07)	$11,248.93

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001A	001A United States /Canada	1	$0.00	23.0%	$0.00	$0.00
2093	2093 Fully Adjustable Suspensi	1	$595.00	23.0%	($136.85)	$458.15
1040	1040 24x12N12 Michelin X Tweel	1	$1,448.00	23.0%	($333.04)	$1,114.96
1504	1504 60 In. Side Discharge Mow	1	$0.00	23.0%	$0.00	$0.00
Total Base / Options			**$16,652.00**		**($3,829.96)**	**$12,822.04**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($333.04)
Total Discounts	**($333.04)**
Selling Price Subtotal	**$12,489.00**
Total Selling Price	**$16,652.00**	**($4,163.00)**	**$12,489.00**

YOUR LOGO HERE

EQUIPMENT PROPOSAL

EAST MISSISSIPPI LUMBER CO.

P 662-323-3554 **email** hwilson4emlc@gmail.com tobysteed@eastmississippilumber.com

We are pleased to quote the following.

CUSTOMER

Starkville Parks and Recreation

ESTIMATE NO

22026

DATE

3/31/2026

ADDRESS

123 Avenue A

CITY/STATE/ZIP

Starkville, Ms. 39759

PHONE

E-MAIL

jdbaker@sportsfacilities.com

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	RZ972Ki Fuel injected zero turn mowers with mulch kits LEASE cost for these is approximately $368/ month for 36 months based on 600hrs annual usage.	$16,699.99	**$66,799.96**
1	RZ960Ki Fuel injected zero turn mowers with mulch kit	$15,699.99	**$15,699.99**
1	Periodic maintenance will be performed at East Mississippi Lumber This will include 20W50 oil, oil filter, air filter and fuel filter. These maintenance items will be performed at 100 hr intervals. Mowers must be brought in prior to the 100 hr interval to be within Kawasaki warranty guide lines.	$130 each service	

SUBTOTAL	**$82,499.95**
TAX RATE	
SALES TAX	
OTHER	
TOTAL	

SALESPERSON

Haywood Wilson

PROJECT

PREPARED BY:

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Mulch units will need to be ordered. All units

All units may not be in stock at order time, we should have them in 2 weeks.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REP DATE

ATTENTION

AUTHORIZED REP DATE

PAYMENT TERMS

DUE DATE

4/30/2026

CUSTOMER	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT

AGENDA DEPT: POLICE
CITY OF STARKVILLE **DATE: APRIL 7, 2026**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 3

SUBJECT:
Request approval of the attached list of (21) City of Starkville unmarked vehicles for Fiscal Year 2026 under Section 25-1-87, Mississippi Code Annotated.

2022 Dodge #6037
2022 Dodge #4074
2015 Chevrolet #4115
2023 Dodge #0648
2017 Ford #7167
2019 Dodge #9449
2023 Dodge0654
2023 Dodge #8555
2023 Dodge #0646
2019 Dodge #2616
2020 Dodge #0908
2019 Dodge #2620
2016 Ford #5932
2017 Ford #7167
2022 Ford #6438
2021 Toyota #3258
2016 Ford #5924
2024 Dodge #9393
2024 Dodge #4388
2020 Jeep #5415
2026 Nissan #4725

AMOUNT & SOURCE OF FUNDING:

LINE ITEM:

FISCAL NOTE:

REQUESTING DEPARTMENT: STARKVILLE POLICE DEPT

DIRECTOR'S AUTHORIZATION: CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT: Chief Mark Ballard 662-769-4404
Assistant Chief Henry Stewart 662-769-4408

AUTHORIZATION HISTORY:

SUGGESTED MOTION:
Move approval of the attached list of (21) City of Starkville unmarked vehicles for Fiscal Year 2026 under Section 25-1-87, Mississippi Code Annotated.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** SES
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: April 7, 2026**

SUBJECT: Request approval of a Pilot Agreement with Third Eye Environmental Solutions Group for a camera for the sweeper truck with costs to be reimbursed by Ingram Equipment Company.

AMOUNT & SOURCE OF FUNDING: No cost to city

FISCAL NOTE:

AUTHORIZATION HISTORY:
Third Eye was included in the bid specs and a 5-year monitoring subscription was included in the pricing. Since the discovery that Third Eye cannot bill IEC directly for the monthly subscription (they cannot bill a 3rd party), IEC has implemented an alternative plan. Therefore, IEC will reimburse The City of Starkville for the price of a 5-year subscription, once the sweeper has been built and delivered. Previously back on 9/16/2025 the board approved this same agenda item. Due to that contract being a trial, we had to resubmit after the trail period expired. This also give us the option to add this system to our current fleet and future purchases with a fee associated with those additions.

REQUESTING DEPARTMENT:

Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director

SUGGESTED MOTION

Docusign Envelope ID: 6EE38D58-808F-42BB-BF19-CBB5AC826299

Software as a Service Agreement

This Software as a Service Agreement (this "Agreement"), effective as of April 1, 2026 (the "Effective Date"), is by and between The Heil Co. d/b/a 3rd Eye, a Delaware Corporation with offices located at 201 W. Main Street, Suite 300, Chattanooga, Tennessee 37408 ("Provider"), and The City of Starkville, MS a state MS municipality with offices located at 506 Dr DL Conner Drive, Starkville, MS 39759 ("Customer"). Provider and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS Provider provides access to the Services to its customers; and

WHEREAS Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "Aggregated Statistics" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "Authorized Asset" means each piece of Customer's standalone equipment (including trucks, compactors, and balers) for which Customer has purchased access to the Services hereunder.

(c) "Authorized Users" means all Persons authorized by Customer or any of its Affiliates to access and use the Services through Customer's account under this Agreement, each of which shall be identified by Customer's written notice to Provider.

(d) "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(e) "Documentation" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.

(f) "Provider IP" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services but does not include Customer Data.

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(g) "Services" means the software-as-a-service offerings described in Exhibit A.

(h) "Subscription Services" means each Service with a correlating recurring monthly fee from Exhibit A that Customer selects for use on an Authorized Asset.

(i) "Third-Party Products" means any third-party products described in Exhibit A provided with or incorporated into the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other/the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Subscription Services during the Term, solely for use on each Authorized Asset in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Subscription Services. Customer may add a Subscription Service on an Authorized Asset through request and upon acceptance by Provider.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

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(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are

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subject to their own terms and conditions and the applicable flow-through provisions referred to in Exhibit A. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

4. Service Levels and Support

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Exhibit B.

(b) Support. The access rights granted hereunder entitle Customer to the support services described from time to time on Provider's website during the Term of this Agreement.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("Fees") as set forth in Exhibit A without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in Exhibit A. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Fee Increases. Provider may increase Fees for any contract year, including any contract year of any Renewal Term, by providing written notice to Customer at least 60 calendar days prior to the commencement of that contract year/such Renewal Term, and **Exhibit A** will be deemed amended accordingly.

(d) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of one year after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the

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Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of one year after the termination or expiration of this Agreement.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party confidential information about its business affairs, products, intellectual property, trade secrets, third-party information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order. On the expiration or termination of the Agreement, the receiving Party shall, upon request, promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each party's duty of confidentiality under this Agreement regarding the Confidential Information shall survive the termination of this Agreement notwithstanding any return or destruction of the Confidential Information.

7. Intellectual Property Ownership.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

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8. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that the Services will conform in all material respects to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit B. The remedies set forth in Exhibit B are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a). **THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS**.

(b) TO THE FULLEST EXTENT PERMITTED BY MISSISSIPPI LAW, EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO CLAIM THAT THE SOFTWARE WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS IN THE SOFTWARE CAN BE CORRECTED, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE PRODUCTS OR THIRD-PARTY HARDWARE PROVIDED BY PROVIDER, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE PRODUCTS OR THIRD-PARTY HARDWARE PROVIDED BY PROVIDER.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against claims ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third Party-Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or

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replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Provider; (D) Customer Data; or (E) Third-Party Products.

(b) Customer Indemnification. To the fullest extent permitted by Mississippi law, Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. TO THE FULLEST EXTENT PERMITTED BY MISSISSIPPI LAW, **THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

10. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED BY MISSISSIPPI LAW, IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS,

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INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT.

11. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until sixty months from such date (the "Initial Term"). This Agreement will automatically renew for thirty-six-month terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without

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limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Individual Subscription Termination. Notwithstanding anything to the contrary, Customer may add or remove individual Services Subscriptions subject to the following: should Customer's Services Subscription decrease by more than 15% (the "Cancellation Threshold"), Customer shall pay 50% of the remaining fees for the cancelled subscriptions over the Cancellation Threshold for the remaining Term. The Cancellation Threshold is to be calculated based on the number of subscriptions. For example, if Customer has one hundred subscriptions and cancels twenty-five subscriptions, it shall pay 50% of fees for the remainder of the Term for the ten subscriptions below the cancellation threshold. If the cancelled subscriptions are of different fee amounts, the highest fee amounts shall be used for calculating cancellation fees.

(e) Survival. The terms of this Agreement that either explicitly or implicitly are intended to survive, including but not limited to Sections 6, 7, 9, 10, and 11 shall survive termination or expiration of this Agreement, in whole or part, for any reason whatsoever

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to Customer the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control,

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including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Mississippi. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Mississippi in each case located in Oktibbeha County, Mississippi and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provide. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

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(i) Equitable Relief. To the full extent permitted by Mississippi law as to relief against a municipality, each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

The Heil Co. d/b/a/ 3rd Eye	City of Starkville, MS
By:_____	By:_____
Name: John Muina	Name: Lynn Spruill
Title: _____	Title: Mayor

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EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

A. TECHNOLOGY AND SERVICES MENU

SERVICE/DESCRIPTION	**Recurring Monthly Fee**	**Fee Charged upon Use or Demand**
Safety & Driver Education/Development		
Driver Education and Coaching - Provides coaching and documentation for safety events captured by 3rd Eye equipment (including Video on Demand).	**$59.50**	
Live Streaming - Offers real-time camera monitoring through the 3rd Eye portal	**$15.00**	
		$15.00
Service Verification		
Positive Service Verification (PSV) - Captures and processes service verification events for customer review (including Video on Demand). This Service item is to be selected with any features below.	**$35.00**	
"**Baseline Data**" and service processing requirements for 1GB of data transmittal are included in the monthly fee. Exceeding Baseline Data allowance will be billed in 1GB packets cumulative across all vehicles ("**Supplemental Data**"), which will include service processing costs. Customer shall be responsible for maintenance of equipment and viewpoints aiming to ensure reliable functionality.		$15.00
Integrated Services - Tablet-to-Gateway and/or Customer-to-Event Association	**$10.00**	
Commercial Overload Review – Reviews up to 2,500 overload events monthly (per vehicle), with additional packets available.	**$40.00**	

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Additional reviews in packets of 100 reviews, cumulative across all vehicles		$2.50
Residential Overload Review – Reviews up to 17,500 overload events monthly (per vehicle), with additional packets available.	**$60.00**	
Additional reviews in packets of 500 reviews, cumulative across all vehicles		$2.50
Commercial Bulk Review – Reviews up to 2,500 bulk events monthly (per vehicle), with additional packets available.	**$40.00**	
Additional reviews in packets of 100 reviews, cumulative across all vehicles		$2.50
Residential Bulk Review – Reviews up to 17,500 bulk events monthly (per vehicle), with additional packets available.	**$60.00**	
Additional reviews in packets of 500 reviews, cumulative across all vehicles		$2.50
Commercial Container Quality Review – Reviews up to 2,500 container quality events monthly (per vehicle), with additional packets available.	**$40.00**	
Additional reviews in packets of 100 reviews, cumulative across all vehicles		$2.50
Residential Container Quality Review – Reviews up to 17,500 container quality events monthly (per vehicle), with additional packets available.	**$60.00**	
Additional reviews in packets of 500 reviews, cumulative across all vehicles		$2.50
Contamination Detection (requires PSV)		
Commercial Contamination Review – Reviews 2,500 contamination events monthly.	**$75.00**	
Additional reviews in packets of 100 reviews, cumulative across all vehicles		$3.00
Residential Contamination Review – Reviews 15,000 contamination events monthly.	**$150.00**	

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Additional reviews in packets of 500 reviews, cumulative across all vehicles		$5.00
Contamination Monitoring – Multiple criterion		
One criterion is included in the Contamination Review price. Each additional criterion will be charged a flat fee per criteria applied to all vehicles utilizing Contamination Monitoring		$5.00
"**Baseline Data**" and service processing requirements for 1GB of data transmittal are included in the monthly fee. Exceeding Baseline Data allowance will be billed in 1GB packets cumulative across all vehicles ("**Supplemental Data**"), which will include service processing costs. Customer shall be responsible for maintenance of equipment and viewpoints aiming to ensure reliable functionality.		$15.00
Vehicle Health & Maintenance		
Predictive Chassis Maintenance - Captures and reports fault codes from chassis using J1939 data.	**$30.00**	
Predictive Body Maintenance - Captures proprietary Heil body fault codes from body using J1939 data.	**$20.00**	
Integration of Automated Work-Orders - Supports ERP integration for automated maintenance workflows.	**$10.00**	
Vehicle/Asset Tracking and Compliance		
Vehicle/Asset Tracking (as a stand-alone) – Tracking vehicle/asset without any of the other modules	**$30.00**	
"**Baseline Data**" and service processing requirements for 1GB of data transmittal are included in the monthly fee. Exceeding Baseline Data allowance will be billed in 1GB packets cumulative across all vehicles ("**Supplemental Data**"), which will include service processing costs. Customer shall be responsible for		$15.00

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maintenance of equipment and viewpoint aiming to ensure reliable functionality.		
International Federal Taxation Agreement (IFTA) - Captures IFTA data for tax reporting via the portal.	**$10.00**	
Excise Fuel Tax Recovery - Captures excise fuel tax data for federal tax recovery.	**$20.00**	
Connected Baler		
Asset Management - Tracks baler transactions and makes data accessible via the portal.	**$40.00**	
Weight Monitoring - Captures and links bale weight data to transactions.	**$40.00**	
Connected Compactor		
Asset Management - Tracks compactor transactions and makes data accessible via the portal.	**$40.00**	
Fullness Detection - Monitors compactor fullness and reports via the portal.	**$40.00**	
General Data Services		
Standard Data Storage - Retains customer data for 180 days.	**Incl.**	
Long Term Storage - Offers extended data storage in 6-month increments.	**$3.00**	
RAW Data Access		
Database Tool Set - Provides access to customer data via a database toolset.	**$20.00**	
Video Research Requests - Supports manual video data requests billed per request and per MB.		$250.00 $0.50
Customized Product Development		

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Reporting - Custom reporting development at an hourly rate.		$150.00
Customized Software Development - Custom software engineering with licensing for use (at an hourly rate).		$300.00
Implementation and Training		
On-Site Training - In-person training for customer staff at a daily rate.		$1200
Travel to and from Customer location will be charged at an hourly rate.		$95.00
Web-based Training - Online training sessions billed hourly.		$150.00
Implementation Support - Technical support for solution implementation, billed hourly.		$200.00
API Support - Technical support for API integration, billed hourly.		$250.00
Litigation Assistance		
Affidavits or Declarations – Preparation of legal documents upon request, charged on a per document rate.		$500.00
Freedom of Information Requests (FOIA) – or similar state-level transparency laws – Handling of FOIA and similar requests., charged at an hourly rate.		$200.00
Responses to legal Requests for Production - Management of legal document production, charged at an hourly rate.		$400.00
Preparation for testimony (depositions or court testimony) – Preparation for depositions or court testimony, charged at an hourly rate.		$500.00
Deposition and Court Testimony - Providing expert testimony services, charged at an hourly rate, billed from arrival to departure time.		$600.00

B. THIRD PARTY PRODUCTS

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CUSTOMER expressly agrees to the applicable wireless carrier's flow through terms as set forth on the applicable website for:

AT&T, available as of the effective date at:
https://www.att.com/legal/terms.iframes.wirelessCustomerAgreement.html

T-Mobile, available as of the effective date at:
https://www.t-mobile.com/responsibility/legal/terms-and-conditions

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EXHIBIT B

SERVICE LEVELS

1. Availability. Provider shall make the Subscription Services Available, as measured over the course of each calendar month during the term and any additional periods during which Provider does or is required to perform any Subscription Services (each such calendar month, a "Service Period"), at least 95% of the time, excluding only the time the Subscription Services are not Available solely as a result of one or more exceptions (the "Availability Requirement"). "Available" means the subscription services are available and operable for access and use by customer and its authorized users over the internet in material conformity with the Specifications. "Availability" has a correlative meaning. The Subscription Services are not considered available in the event of a material performance degradation or inoperability of the Subscription Services.

2. Exceptions. No period of Subscription Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

    a. Customer's or any of its Authorized Users' misuse of the Subscription Services;

    b. failures of Customer's or its Authorized Users' internet connectivity;

    c. internet or other network traffic problems not caused by Provider;

    d. use of services, hardware, or software not provided by Provider or a Provider subcontractor, or any modification of Provider-supplied hardware or software that is not performed by Provider or a Provider subcontractor;

    e. factors outside Provider's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to Provider, including at Customer's site or between Customer's site and Provider); or

    f. Scheduled Downtime as set forth in Section 3 to Exhibit B.

3. Scheduled Downtime. Provider will provide notice to Customer in advance of all scheduled outages of the Subscription Services in whole or in part ("Scheduled Downtime").

4. Remedies for Service Availability Failures. If the actual Availability of any Subscription is less than the Availability Requirement for any Service Period, Customer will be entitled, upon written request, to a service availability credit ("Service Level Credit") to be calculated, with respect to the specific Subscription Service that is implicated, of 15% of the monthly fee for the Subscription that did not meet the Availability Requirement.

    Customer shall only be eligible to request Service Level Credits if Customer notifies Provider in writing within thirty (30) days from the end of the month for which Service Level Credits are due. All claims will be verified against Provider's system records. In the event after such notification

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Provider determines that Service Level Credits are not due, or that different Service Level Credits are due, Provider shall notify Customer in writing on that finding. Service Level Credits will be applied to the next invoice following Customer's request and Provider's confirmation of available credits.

THE SERVICE LEVEL CREDITS SHALL BE THE SOLE REMEDY FOR FAILURES OF THE SERVICES PROVIDED HEREUNDER.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Utilities
AGENDA DATE: April 7, 2026

SUBJECT: Consideration of the acceptance of the audited financial statements of the Starkville Utilities - Electric Division for the twelve-month period ended September 30, 2025, and the year ended September 30, 2024, as presented by Watkins, Ward & Stafford, CPAS, PLLC.

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext.1101

Jerry R. (Randy) Scrivner, CPA, Member
WATKINS, WARD and STAFFORD, PLLC
Certified Public Accountants
One Professional Plaza
P. O. Box 1345
Starkville, MS 39760

SUGGESTED MOTION:
Accept audit as presented by Watkins, Ward & Stafford, CPAS, PLLC.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
AUDITED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025 AND
FIFTEEN-MONTH PERIOD ENDED SEPTEMBER 30, 2024

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI

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WWS

WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

James L Stafford, CPA
Harry W. Stevens, CPA
William B. Staggers, CPA
Michael W. McCully, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA
Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Stephen D. Flake, CPA
John N. Russell, CPA
Anita L. Goodrum, CPA
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Edward A. Maxwell, CPA
Bradley L. Harrison, CPA
Justin H. Keller, CPA
Dana R. Estes, CPA
April W. Posey, CPA
Lauren M. Bowen, CPA

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Board of Aldermen
Electric Department of the City of Starkville, Mississippi

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the Electric Department of the City of Starkville, Mississippi, as of and for the year ended September 30, 2025, and as of and for the 15-month period ended September 30, 2024, and the related notes to financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Electric Department of the City of Starkville, Mississippi, as of September 30, 2025 and 2024, and the changes in financial position and cash flows thereof for the year ended September 30, 2025, and the changes in financial position and cash flows thereof for the 15-month period ended September 30, 2024, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Electric Department of the City of Starkville, Mississippi, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1, as of July 1, 2023, the Electric Department of the City of Starkville, Mississippi, changed its fiscal year-end from June 30 to September 30. Our opinion is not modified with respect to this matter.

As discussed in Note 1, the financial statements present only the Electric Department of the City of Starkville, Mississippi, and do not purport to, and do not, present fairly the financial position of the City of Starkville, Mississippi, as of September 30, 2025 and 2024, the changes in its financial position, or, where applicable, its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Electric Department of the City of Starkville,

Mississippi's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Electric Department of the City of Starkville, Mississippi's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Electric Department of the City of Starkville, Mississippi's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedule of the Electric Department's proportionate share of the net pension liability and the schedule of Electric Department contributions on pages 25–29 be presented to supplement the financial statements. Such information is the responsibility of management and, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements

in an appropriate operational, economic, or historical context. Our opinion on the financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Electric Department of the City of Starkville, Mississippi's financial statements. The accompanying analysis of utility plant and accumulated depreciation and the detailed comparative statements of income are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the analysis of utility plant and accumulated depreciation and the detailed comparative statements of income are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the list of governing officials but does not include the financial statements and our auditors' report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 2, 2026, on our consideration of the Electric Department of the City of Starkville, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Electric Department of the City of Starkville, Mississippi's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Electric Department of the City of Starkville, Mississippi's internal control over financial reporting and compliance.

West Point, Mississippi
March 2, 2026

Watkins Ward and Stafford, PLLC

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Balance Sheets
September 30, 2025 and 2024

Assets and Deferred Outflows of Resources

	2025	2024
Utility Plant:		
Electric plant in service	$ 83,986,056	81,939,549
Construction work in progress	244,505	1,292,881
	84,230,561	83,232,430
Less: Accumulated provision for depreciation	(32,681,620)	(30,863,597)
Total Utility Plant	51,548,941	52,368,833
Other Property and Investments:		
Bond ordinance funds	1,104,109	-
Other investments	216,048	214,379
Total Other Property and Investments	1,320,157	214,379
Current Assets:		
Cash and cash equivalents	9,417,609	7,495,427
Accounts receivable, net of allowance for doubtful accounts of $193,374 in 2025 and $667,049 in 2024	5,261,545	4,845,832
Due from other city departments	248,863	1,026,645
Other receivables	74,936	75,460
Material and supplies	1,335,326	1,207,452
Prepaid expense	3,990,339	4,081,512
Total Current Assets	20,328,618	18,732,328
Other Assets:		
Receivables from customers for electric conservation loans	-	482
Total Other Assets	-	482
Total Assets	73,197,716	71,316,022
Deferred Outflows of Resources:		
Unamortized debt expense	150,457	166,435
Deferred outflows—pension-related	1,357,014	1,726,355
Total Deferred Outflows of Resources	1,507,471	1,892,790
Total Assets and Deferred Outflows of Resources	$ 74,705,187	73,208,812

The accompanying notes to financial statements are an integral part of these financial statements.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Balance Sheets
September 30, 2025 and 2024

Liabilities, Deferred Inflows of Resources, and Capital

	2025	2024
Accumulated Earnings	$ 46,388,553	46,057,135
Long-term Debt:		
Long-term debt, less current maturities of $530,000 in 2025 and $515,000 in 2024	5,545,000	6,075,000
Total Long-term Debt	5,545,000	6,075,000
Noncurrent Liabilities:		
Compensated absences	179,798	160,364
Net pension liability	8,217,459	7,990,177
Total Noncurrent Liabilities	8,397,257	8,150,541
Current Liabilities:		
Accounts payable—TVA	7,619,871	7,335,827
Accounts payable—other	171,093	712,638
Due to other city departments	1,619,912	1,111,813
Customer deposits	2,946,274	2,714,043
Accrued interest—long-term debt	9,623	10,589
Accrued expenses	86,053	73,873
Current portion of long-term debt	530,000	515,000
Other current liabilities	180,686	198,907
Total Current Liabilities	13,163,512	12,672,690
Other Liabilities:		
Advances from TVA for customer conservation loans	-	686
Advances from customers for construction	841,329	-
Total Other Liabilities	841,329	686
Total Liabilities and Capital	74,335,651	72,956,052
Deferred Inflows of Resources:		
Deferred inflows—pension-related	369,536	252,760
Total Deferred Inflows of Resources	369,536	252,760
Total Liabilities, Capital, and Deferred Inflows of Resources	$ 74,705,187	73,208,812

The accompanying notes to financial statements are an integral part of these financial statements.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Statements of Income
For the Year Ended September 30, 2025 and
For the 15-Month Period Ended September 30, 2024

	2025	2024
Operating Revenue	$ 48,636,709	57,976,948
Purchased Power	38,570,502	46,563,594
Operating Expenses:		
Operation Expenses:		
Distribution expense	1,143,509	1,249,861
Customer accounts expense	488,104	436,044
Customer service and sales expense	43,283	31,822
Administrative and general	3,225,469	4,528,440
Total Operation Expense	4,900,365	6,246,167
Maintenance Expenses:		
Distribution expense	937,744	1,345,232
Administrative and general	14,611	43,888
Total Maintenance Expenses	952,355	1,389,120
Other Operating Expenses:		
Depreciation expense	2,827,005	3,420,931
Taxes and tax equivalents	1,365,000	1,707,997
Total Other Operating Expenses	4,192,005	5,128,928
Total Operating Expenses	10,044,725	12,764,215
Total Purchased Power and Operating Expenses	48,615,227	59,327,809
Operating Income (Loss)	21,482	(1,350,861)
Non-Operating Revenues:		
Interest on investments	425,962	287,260
Other non-operating revenues	48,460	154,745
Total Non-Operating Revenues	474,422	442,005
Non-Operating Expenses:		
Interest on long-term debt	120,309	166,336
Amortization of debt expense	15,978	19,972
Other non-operating expenses	28,199	52,830
Total Non-Operating Expenses	164,486	239,138
Net Income (Loss)	$ 331,418	(1,147,994)

The accompanying notes to financial statements are an integral part of these financial statements.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Statements of Accumulated Earnings
For the Year Ended September 30, 2025 and
For the 15-Month Period Ended September 30, 2024

	2025	2024
Balance, Beginning of Year	$ 46,057,135	47,205,129
Net Income (Loss)	331,418	(1,147,994)
Balance, End of Year	$ 46,388,553	46,057,135

The accompanying notes to financial statements are an integral part of these financial statements.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Statements of Cash Flows
For the Year Ended September 30, 2025 and
For the 15-Month Period Ended September 30, 2024

	2025	2024
Cash Flows from Operating Activities:		
Operating Income (Loss)	$ 21,482	(1,350,861)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:		
Depreciation	3,007,703	3,569,419
Other non-operating revenues	48,460	154,745
Other non-operating expenses	(28,199)	(52,830)
Changes in operating assets and liabilities:		
(Increase) Decrease in assets:		
Receivables	362,593	82,623
Materials and supplies	(127,874)	91,640
Prepaid expense	91,173	(1,077,615)
Deferred outflows—pension-related	369,341	(316,899)
Increase (Decrease) in liabilities:		
Payables	250,598	1,475,638
Customer deposits	232,231	(344,336)
Accrued expenses	12,180	(81,411)
Other current liabilities	(18,221)	85,497
Compensated absences	19,434	(67,266)
Net pension liability	227,282	1,897,626
Deferred inflows—pension-related	116,776	111,490
Net Cash Provided by Operating Activities	4,584,959	4,177,460
Cash Flows from Capital and Related Financing Activities:		
Additions to plant	(1,591,883)	(4,035,983)
Removal cost	(607,970)	(131,768)
Salvage	12,042	11,382
Reclassifications	-	17,539
Principal payments on long-term debt	(515,000)	(500,000)
Interest paid on long-term debt	(121,275)	(201,853)
Increase (Decrease) in:		
TVA advances for customer conservation loans	(686)	(3,000)
Customer advances for construction	841,329	-
Net Cash Used in Capital and Related Financing Activities	(1,983,443)	(4,843,683)

The accompanying notes to financial statements are an integral part of these financial statements.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Statements of Cash Flows
For the Year Ended September 30, 2025 and
For the 15-Month Period Ended September 30, 2024

	2025	2024
Cash Flows from Investing Activities:		
Interest received on investments	$ 425,962	287,260
Change in other investments	(1,669)	(9,021)
Collections on energy conservation loans receivable	482	2,896
Net Cash Provided by Investing Activities	424,775	281,135
Increase (Decrease) in Cash and Cash Equivalents	3,026,291	(385,088)
Cash and Cash Equivalents, Beginning of Year	7,495,427	7,880,515
Cash and Cash Equivalents, End of Year	$ 10,521,718	7,495,427
Supplemental Disclosure of Cash Flow Information:		
Cash paid during the year for interest	$ 121,275	201,853
Reconciliation of Cash and Cash Equivalents, End of Year:		
Cash and cash equivalents	$ 9,417,609	7,495,427
Bond ordinance funds	1,104,109	-
	$ 10,521,718	7,495,427

The accompanying notes to financial statements are an integral part of these financial statements.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements

Note 1 – Summary of Significant Accounting Policies

The Electric Department is a proprietary fund of the City of Starkville, Mississippi, and distributes electrical energy to consumers residing within the municipality. All energy distributed by the Electric Department is purchased on a wholesale basis from the Tennessee Valley Authority (TVA). The contract with TVA contains certain provisions as to the method required to be used when determining rates to be charged to consumers and the manner in which profits realized from operations are to be disposed. Accounting for the Electric Department is in accordance with the requirements of the Federal Energy Regulatory Commission (FERC). In instances of deviation between FERC and generally accepted accounting principles (GAAP), GAAP is used for reporting purposes with differences noted.

The financial statements present only the financial statements of the Electric Department, and are not intended to present fairly the financial position of the City of Starkville, Mississippi, and the results of its operations and the cash flows of its proprietary fund types and nonexpendable trust funds in conformity with generally accepted accounting principles.

These financial statements are included in the audit report of the City of Starkville, Mississippi, for the year ended September 30, 2025. Management's Discussion and Analysis as it relates to the Electric Department is included as part of the City's audit report.

Since the Electric Department customer base consists entirely of residents of the City of Starkville and Mississippi State University, the continued existence of the Electric Department is dependent on the general economy of that area.

As a distributor of electricity, there is the possibility that environmental conditions may arise which would require the Electric Department to incur cleanup costs. The likelihood of such an event, or the amount of related costs, if any, cannot be determined at this time. However, management does not believe such costs, if any, would materially affect the Electric Department's financial position or future cash flows.

Following is a summary of certain significant accounting policies followed in the preparation of these financial statements.

a. **Basis of Accounting.** The Electric Department has elected to follow (1) all Government Accounting Standards Board (GASB) pronouncements and (2) all Financial Accounting Standards Board (FASB) Statements and Interpretations, Accounting Principles Board (APB) Opinions, and Accounting Research Bulletins (ARB), no matter when issued, except those that conflict with a GASB pronouncement. Accordingly, the financial statements of Electric Department of the City of Starkville have been prepared on the accrual basis of accounting and reflect all significant receivables, payables and other liabilities.

b. **Change in Fiscal Year End.** Effective July 1, 2023, the Electric Department changed its fiscal year end from June 30 to September 30 under the direction of the Board of Aldermen. This change was made to better align its financial reporting with that of the City of Starkville, Mississippi. The financial statements presented are for the 15-month transition period from July 1, 2023 to September 30, 2024.

Note 1 – Summary of Significant Accounting Policies (Continued)

c. Change in Accounting Principle. During the year ended September 30, 2025, the Electric Department implemented GASB Statement No. 101, *Compensated Absences*, which updated the recognition and measurement guidance for compensated absences by requiring the inclusion of salary-related payments that are directly and incrementally associated with leave liabilities. As a result of the implementation, the Electric Department recorded an opening balance adjustment to increase the compensated absences liability and to decrease opening accumulated earnings as follows:

	As Previously Reported at 10/1/2024	Effect of Adoption	As Restated at 10/1/2024
Accumulated earnings	$ 47,237,764	(32,635)	47,205,129
Compensated absences	127,729	32,635	160,364

Although the implementation of GASB Statement No. 101 did not affect cash or total cash flows, the Statement of Cash Flows indirect reconciliation was affected due to the restatement of the beginning compensated absences liability in the amount of $32,635. Accordingly, the corresponding components of operating cash flows for prior periods were recomputed using restated beginning balances to ensure consistency with the restated financial statements.

d. Depreciation of Utility Plant. Property, plant and equipment are stated at cost. A work order ledger is maintained in order to determine the full cost of constructed assets. The method of depreciation used by the Department is that recommended by TVA. Straight-line depreciation is used with lives from 10 to 50 years. Salvage values of plant items retired increases accumulated depreciation; original cost and removal cost of items retired decreases accumulated depreciation. An analysis of the utility plant and the related accumulated depreciation is presented on page 30 of this report.

e. Cash and Cash Equivalents. The Electric Department deposits excess funds in financial institutions selected by the City board in accordance with state statutes. Such balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per institution.

The collateral for public entities' deposits in financial institutions in excess of insured amounts is now held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5 Miss Code Ann. (1972).

Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation.

The Electric Department considers all highly liquid investments with a maturity of three months or less when purchased to be "cash equivalents".

Note 1 – Summary of Significant Accounting Policies (Continued)

f. Accounts Receivable. Accounts receivable consists of amounts due from customers for electricity purchased.

The Electric Department uses the reserve method of accounting for doubtful accounts. The reserve balance is calculated based on historical write-offs.

The Electric Department collects for the Water and Sewer Department and the City Sanitation Department as a means of convenience for both departments. These amounts are transferred to the appropriate department monthly. The Electric Department does this without charge to the other departments.

g. Material and Supplies. Material and supplies are valued at the lower of cost and net realizable value as determined by the average cost method. Perpetual inventory records are maintained.

h. Deferred Outflows/Inflows of Resources. In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The Electric Department recognizes a deferred outflow of resources related to the net pension liability.

- Deferred outflows of resources related to the net pension liability
- Deferred outflows of resources related to long-term debt

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Electric Department recognizes a deferred inflow of resources related to the net pension liability.

- Deferred inflows of resources related to the net pension liability

i. Compensated Absences. The Electric Department accrues accumulated unpaid vacation and sick leave and associated employee-related costs when earned by the employee. The maximum number of hours an employee can accrue is 240 hours.

j. Pensions. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, the benefit payments (including refunds of employees' contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Note 1 – Summary of Significant Accounting Policies (Continued)

k. Concentrations. The Electric Department purchases 100% of its electricity to be resold from Tennessee Valley Authority, as per contract. At September 30, 2025 and 2024, amounts due to Tennessee Valley Authority for purchased power included in accounts payable were $7,619,871 and $7,335,827, respectively.

l. Use of Estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates used in the current year were depreciation, allowance for doubtful accounts, and net pension liability.

Note 2 – Utility Plant

Following is a summary of changes in Utility Plant for the year ended September 30, 2025:

	Balance at 10/1/2024	Additions	Retirements	Balance at 9/30/2025
Non-Depreciable Capital Assets				
Land	$ 695,074	-	-	695,074
Construction in progress	1,292,881	(1,048,376)	-	244,505
Total Non-Depreciable Capital Assets	1,987,955	(1,048,376)	-	939,579
Depreciable Capital Assets, Net				
Depreciable Capital Assets:				
Transmission plant	19,613,841	314,975	-	19,928,816
Distribution plant	53,189,724	1,895,327	(436,493)	54,648,558
General plant	8,440,910	429,957	(157,259)	8,713,608
	81,244,475	2,640,259	(593,752)	83,290,982
Accumulated Depreciation:				
Transmission plant	(5,554,869)	(653,008)	196,332	(6,011,545)
Distribution plant	(20,167,970)	(2,005,030)	848,131	(21,324,869)
General plant	(5,140,758)	(361,707)	157,259	(5,345,206)
	(30,863,597)	(3,019,745)	1,201,722	(32,681,620)
Total Depreciable Capital Assets, Net	50,380,878	(379,486)	607,970	50,609,362
Total Utility Plant	$52,368,833	(1,427,862)	607,970	51,548,941

Note 2 – Utility Plant (Continued)

Following is a summary of changes in Utility Plant for the 15-month period ended September 30, 2024:

	Balance at 7/1/2023	Additions	Retirements*	Balance at 9/30/2024
Non-Depreciable Capital Assets				
Land	$ 695,074	-	-	695,074
Construction in progress	770,296	522,585	-	1,292,881
Total Non-Depreciable Capital Assets	1,465,370	522,585	-	1,987,955
Depreciable Capital Assets, Net				
Depreciable Capital Assets:				
Transmission plant	19,592,914	23,970	(3,043)	19,613,841
Distribution plant	51,142,210	2,332,341	(284,827)	53,189,724
General plant	7,635,381	1,157,087	(351,558)	8,440,910
	78,370,505	3,513,398	(639,428)	81,244,475
Accumulated Depreciation:				
Transmission plant	(4,751,752)	(807,810)	4,693	(5,554,869)
Distribution plant	(18,164,271)	(2,418,644)	414,945	(20,167,970)
General plant	(5,120,430)	(354,347)	334,019	(5,140,758)
	(28,036,453)	(3,580,801)	753,657	(30,863,597)
Total Depreciable Capital Assets, Net	50,334,052	(67,403)	114,229	50,380,878
Total Utility Plant	$51,799,422	455,182	114,229	52,368,833

* includes reclassifications

Depreciation totaled $3,007,703 and $3,569,419 for the year ended September 30, 2025 and the 15-month period ended September 30, 2024, respectively. Of these amounts, $2,827,005 and $3,420,931 were charged to depreciation expense and $180,698 and $148,488 were charged to building and transportation clearings for the year ended September 30, 2025 and the 15-month period ended September 30, 2024, respectively.

Note 3 – Other Investments

Following are details of other investments for the year ended September 30, 2025, and the 15-month period ended September 30, 2024:

	2025	2024
Meridian Cooperative patronage capital	$ 202,267	200,027
CSA stockholder loan	13,781	14,352
	$ 216,048	214,379

Note 4 – Long-Term Debt

Following is a summary of changes in long-term debt for the year ended September 30, 2025:

	Balance at 10/1/2024	Additions	Reductions	Balance at 9/30/2025	Amounts Due Within One Year
Revenue bonds	$ 6,590,000	-	(515,000)	6,075,000	530,000
	$ 6,590,000	-	(515,000)	6,075,000	530,000

Following is a summary of changes in long-term debt for the 15-month period ended September 30, 2024:

	Balance at 7/1/2023	Additions	Reductions	Balance at 9/30/2024	Amounts Due Within One Year
Revenue bonds	$ 7,090,000	-	(500,000)	6,590,000	515,000
	$ 7,090,000	-	(500,000)	6,590,000	515,000

Following are details of long-term debt for the year ended September 30, 2025 and the 15-month period ended September 30, 2024:

	2025	2024
Electric revenue bonds issued March 1, 2020, at interest rates of 1.750-2.375%. These are to be retired on March 1, 2021 to 2035 with annual maturities of $455,000 to $690,000 with interest payable on March 1 and September 1.	$ 6,075,000	6,590,000
Total Long-Term Debt	6,075,000	6,590,000
Less: Current maturities	(530,000)	(515,000)
Total Long-Term Debt Less Current Maturities	$ 5,545,000	6,075,000

Following are maturities of long-term debt:

For the Year Ended September 30:	
2026	$ 530,000
2027	545,000
2028	565,000
2029	580,000
2030	595,000
2031 - 2035	3,260,000
	$ 6,075,000

Note 4 – Long-Term Debt (Continued)

At September 30, 2025, the Electric Department was in compliance with the Electric Department Revenue Bonds, Series 2020, bond indenture requirements regarding the collection, segregation, distribution, and application of the Electric Department revenues. At September 30, 2024, bond funds were inadequate to meet bond ordinance requirements and had not been properly segregated (See prior year finding 2024-01 in Summary of Prior Audit Findings).

Following is a summary of those funds along with required amounts at September 30, 2025 and 2024:

	Debt Service	Reserve	Depreciation	Contingency	Totals
September 30, 2025:					
Balance reserved	$ 403,818	690,287	5,002	5,002	1,104,109
Required balance	318,790	690,000	5,000	5,000	1,018,790
Overage	$ 85,028	287	2	2	85,319

	Debt Service	Reserve	Depreciation	Contingency	Totals
September 30, 2024:					
Balance reserved	$ -	-	-	-	-
Required balance	311,006	690,000	5,000	5,000	1,011,006
Shortage	$ (311,006)	(690,000)	(5,000)	(5,000)	(1,011,006)

Note 5 – Compensated Absences

Employees of the Electric Department accumulate sick leave at a minimum amount as required by state law. A greater amount may be provided by Electric Department policy provided that it does not exceed the provisions for leave as provided in Sections 25-3-93 and 25-3-95. Some employees are allowed personal leave and/or vacation leave in accordance with Electric Department policy. Employees are compensated for unused leave in accordance with the Electric Department's personnel policies and applicable law.

The liability for these compensated absences is recorded as a long-term liability in the financial statements. A liability is recorded when each of the following have occurred: the leave is attributable to services already rendered, the leave accumulates and carries forward from one reporting period to the next, the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means, and the leave that has been used but not yet been paid in cash or settled through noncash means.

Following is a summary of changes in compensated absences for the year ended September 30, 2025:

	Balance at 10/1/2024	Additions / Reductions*	Balance at 9/30/2025	Amounts Due Within One Year
Compensated absences	$ 160,364	19,434	179,798	-
	$ 160,364	19,434	179,798	-

* The change in the compensated absences liability is presented as a net change.

Note 5 – Compensated Absences (Continued)

Following is a summary of changes in compensated absences for the 15-month period ended September 30, 2024:

	Balance at 7/1/2023	Additions / Reductions*	Balance at 9/30/2024	Amounts Due Within One Year
Compensated absences	$ 227,630	(67,266)	160,364	-
	$ 227,630	(67,266)	160,364	-

* The change in the compensated absences liability is presented as a net change.

Note 6 – Defined Benefit Pension Plan

General Information about the Pension Plan

Plan Description. The Electric Department contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report is available at www.pers.ms.gov.

Benefits provided. Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5% for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0% of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0% compounded for each fiscal year thereafter.

Note 6 – Defined Benefit Pension Plan (Continued)

Contributions. PERS members are required to contribute 9.00% of their annual covered salary, and the Electric Department is required to contribute at an actuarially determined rate. The employer's rate was 17.90% and 17.40% of annual covered payroll as of September 30, 2025 and 2024, respectively. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Section 25-11-1 of the Mississippi Code of 1972, as amended, and may be amended only by the Mississippi Legislature. The Electric Department's contributions to PERS for the year ended September 30, 2025, the 15-month period ended September 30, 2024, and the year ended June 30, 2023, was $457,907, $515,986, and $341,006, respectively, which equaled the required contributions for each year.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions for the year ended September 30, 2025

At September 30, 2025, the Electric Department reported a liability of $8,217,459, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

The Electric Department's proportion of the net pension liability was based on a projection of the Electric Department's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. The Electric Department's proportionate share used to calculate the September 30, 2025 net pension liability was 0.032374%, which was based on a measurement date of June 30, 2025. This was an increase of 0.001604% from its proportionate share used to calculate the September 30, 2024 net pension liability, which was based on a measurement date of June 30, 2024.

For the year ended September 30, 2025, the Electric Department recognized pension expense of $1,171,305. At September 30, 2025, the Electric Department reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 395,166	-
Net differences between projected and actual earnings on pension plan investments	-	197,242
Changes of assumptions	193,219	78,502
Changes in proportion and differences between contributions and proportionate share of contributions	642,603	93,792
Contributions subsequent to the measurement date	126,026	-
	$ 1,357,014	369,536

Note 6 – Defined Benefit Pension Plan (Continued)

The $126,026 reported as deferred outflows of resources related to pensions resulting from Electric Department contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended September 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

For the Year Ended September 30:	
2026	$ 858,406
2027	185,868
2028	(93,122)
2029	(89,700)
2030	-
Thereafter	-

Actuarial assumptions. The total pension liability as of June 30, 2025 was determined by an actuarial valuation prepared as of June 30, 2024, and by the investment experience for the fiscal year ended June 30, 2025. The following actuarial assumptions are applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	2.65-17.90%, including inflation
Investment rate of return	7.00%, net of pension plan investment expense, including inflation

Mortality rates for service retirees were based on the PubS-2010(B) Retiree Table with the following adjustments: For males, 107% of all rates. For females, 97% of female rates up to age 82, 100% for ages 83 to 87 and 110% for ages above 87. Mortality rates for disability retirees were based on the PubG-2010 Disabled Table set forward 1 year and adjusted 134% for males and set forward 2 years and adjusted 125% for females. Mortality rates for Contingent Annuitants were based on the PubS-2010(B) Contingent Annuitant Table, set forward 3 years for males and set forward 2 years for females. Mortality rates will be projected generationally using the MP-2021 projection scale to account for future improvements in life expectancy.

The actuarial assumptions used for the purposes of determining the TPL were based on the results of an actuarial experience study for the period July 1, 2020 to June 30, 2024. The experience report is dated April 16, 2025.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Note 6 – Defined Benefit Pension Plan (Continued)

The most recent target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Target Allocation	Long-term Expected Real Rate of Return
Domestic Equity	27.00%	4.75%
International Equity	20.00%	4.75%
Global Equity	12.00%	4.95%
Fixed Income	20.00%	2.25%
Real Estate	10.00%	3.75%
Private Equity	10.00%	6.00%
Cash Equivalents	1.00%	0.50%
	100.00%	

Discount rate. The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current contribution rate (18.40%) and will be phased in to 19.90% at the following schedule: 18.90% beginning July 1, 2026, 19.40% beginning July 1, 2027, and 19.90% beginning July 1, 2028 and thereafter. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Electric Department's proportionate share of the net pension liability to changes in the discount rate. The following table presents the Electric Department's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the Electric Department's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00%) or 1-percentage-point higher (8.00%) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net pension liability	$10,685,635	8,217,459	6,189,994

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

Note 6 – Defined Benefit Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions for the 15-month period ended September 30, 2024

At September 30, 2024, the Electric Department reported a liability of $7,990,177, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

The Electric Department's proportion of the net pension liability was based on a projection of the Electric Department's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. The Electric Department's proportionate share used to calculate the September 30, 2024 net pension liability was 0.030770%, which was based on a measurement date of June 30, 2024. This was an increase of 0.001171% from its proportionate share used to calculate the June 30, 2023 net pension liability, which was based on a measurement date of June 30, 2022.

For the 15-month period ended September 30, 2024, the Electric Department recognized pension expense of $2,208,204. At September 30, 2024 the Electric Department reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 429,902	-
Net differences between projected and actual earnings on pension plan investments	26,478	-
Changes of assumptions	494,911	-
Changes in proportion and differences between contributions and proportionate share of contributions	651,099	252,760
Contributions subsequent to the measurement date	123,965	-
	$ 1,726,355	252,760

The $123,965 reported as deferred outflows of resources related to pensions resulting from Electric Department contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended September 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

For the Year Ended September 30:	
2025	$ 494,157
2026	780,295
2027	140,086
2028	(64,908)
2029	-
Thereafter	-

Note 6 – Defined Benefit Pension Plan (Continued)

Actuarial assumptions. The total pension liability as of June 30, 2024 was determined by an actuarial valuation prepared as of June 30, 2023, and by the investment experience for the fiscal year ended June 30, 2024. The following actuarial assumptions are applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	2.65-17.90%, including inflation
Investment rate of return	7.00%, net of pension plan investment expense, including inflation

Mortality rates for service retirees were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates for disability retirees were based on the PubG.H-2010 Disabled Table adjusted 134% for males and 121% for females. Mortality rates for Contingent Annuitants were based on the PubS.H-2010(B) Contingent Annuitant Table, adjusted 97% for males and 110% for females. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The actuarial assumptions used for the purposes of determining the total pension liability were based on the results of an actuarial experience study for the period July 1, 2018 to June 30, 2022. The experience report is dated April 21, 2023.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The most recent target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Target Allocation	Long-term Expected Real Rate of Return
Domestic Equity	25.00%	5.15%
International Equity	20.00%	5.00%
Global Equity	12.00%	5.15%
Debt Securities	18.00%	2.75%
Real Estate	10.00%	3.50%
Private Equity	10.00%	6.25%
Infrastructure	2.00%	3.85%
Private Credit	2.00%	4.90%
Cash Equivalents	1.00%	0.50%
	100.00%	

Note 6 – Defined Benefit Pension Plan (Continued)

Discount rate. The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current contribution rate (17.90%) and will be phased in to 19.90% at the following schedule: 18.40% beginning July 1, 2025, 18.90% beginning July 1, 2026, 19.40% beginning July 1, 2027, and 19.90% beginning July 1, 2028 and thereafter. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Electric Department's proportionate share of the net pension liability to changes in the discount rate. The following table presents the Electric Department's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the Electric Department's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00%) or 1-percentage-point higher (8.00%) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net pension liability	$10,356,432	7,990,177	6,053,576

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

Note 7 – Risk Management

The Electric Department is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Electric Department carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Under GASB Statement No. 10, *Accounting and Financial Reporting for Risks Financing and Related Insurance Issues*, a liability for claims must be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and that the amount of the loss can be reasonably estimated. As of the date of this audit report, there were no known claims above the amount of coverage purchased for risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters at September 30, 2025; therefore, no liability has been accrued at this time.

Note 8 – Related Party

The City of Starkville, Mississippi, was previously under a board-approved, open-ended contract with an outside consulting company to provide support to the Electric Department, which ended as of September 30, 2024. The owner of the consulting company is the former general manager of the Electric Department for 11 years and the father of the current General Manager for the Electric Department. For the 15-month period ended September 30, 2024, the amount paid to the outside consulting company was $77,140.

Note 9 – Subsequent Events

Events that occur after the balance sheet date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events which provide evidence about conditions that existed at the balance sheet date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the balance sheet date require disclosure in the accompanying notes to financial statements. Management of the Electric Department has evaluated events and transactions for potential recognition or disclosure through March 2, 2026, and determined that there were no subsequent events that should be recognized or disclosed in the financial statements or notes to financial statements.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Schedule of the Electric Department's Proportionate Share of the Net Pension Liability
PERS
Last 10 Fiscal Years

	2025*	2024*	2023**	2022**	2021**	2020**	2019**	2018**	2017**	2016**
The Electric Department's proportion of the net pension liability	0.032374%	0.030770%	0.029599%	0.028955%	0.024810%	0.029256%	0.024888%	0.025100%	0.023817%	0.022683%
The Electric Department's proportionate share of the net pension liability	$ 8,217,459	7,990,177	6,092,551	4,279,676	4,802,928	5,146,708	4,139,614	4,172,472	4,254,311	3,506,344
The Electric Department's covered payroll	2,546,626	2,252,996	1,984,224	1,748,429	1,692,371	1,709,067	1,617,397	1,544,343	1,523,613	1,417,092
The Electric Department's proportionate share of the net pension liability as a percentage of its covered payroll	323%	355%	307%	245%	284%	301%	256%	270%	279%	247%
Plan fiduciary net position as a percentage of the total pension liability	58%	56%	60%	70%	59%	62%	63%	61%	57%	62%

* The amounts presented for the fiscal year were determined as of the measurement date of 6/30 of the fiscal year presented.

** The amounts presented for the fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

The accompanying notes to required supplementary information is an integral part of this schedule.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Schedule of Electric Department Contributions
PERS
Last 10 Fiscal Years

	2025	2024*	2023	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	$ 457,907	515,986	341,006	345,255	304,227	294,473	269,178	254,740	243,234	239,969
Contributions in relation to the contractually required contribution	457,907	515,986	341,006	345,255	304,227	294,473	269,178	254,740	243,234	239,969
Contribution deficiency (excess)	$ -	-	-	-	-	-	-	-	-	-
The Electric Department's covered payroll	$ 2,539,007	2,945,538	1,959,805	1,984,224	1,748,429	1,692,371	1,709,067	1,617,397	1,544,343	1,523,613
Contributions as a percentage of employee payroll	18.03%	17.52%	17.40%	17.40%	17.40%	17.40%	15.75%	15.75%	15.75%	15.75%

* The amounts presented for 2024 reflect contributions made during the 15-month period ended September 30, 2024.

The accompanying notes to required supplementary information is an integral part of this schedule.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Required Supplementary Information

Note 1 – Changes of Assumptions

- 2025 (Measurement Date of June 30, 2025):
    - Mortality, withdrawal, disability rates and service retirement rates were adjusted to reflect actual experience more closely.
    - The assumed load for administrative expenses was decreased from 0.26% to 0.25% of payroll.
- 2024 (Measurement Date of June 30, 2023):
    - The investment rate of return assumption was changed from 7.55% to 7.00%.
    - The assumed load for administrative expenses was decreased from 0.28% to 0.26% of payroll.
    - Withdrawal rates, disability rates and service retirement rates were adjusted to reflect actual experience more closely.
    - The percentage of participants assumed to receive a deferred benefit upon attaining the eligibility requirements for retirement was increased from 60% to 65%.
    - For married members, the number of years that a male is assumed to be older than his spouse was changed from 3 years to 2 years.
    - The assumed amount of unused sick leave at retirement was increased from 0.50 years to 0.55 years.
    - The assumed average number of years of military service that participants will have at retirement was decreased from 0.25 years to 0.20 years.
- 2022 (Measurement Date of June 30, 2021):
    - The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77. For females, 84% of female rates up to age 72, 100% for ages above 76. Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
    - The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments: For males, 134% of male rates at all ages. For females, 121% of female rates at all ages. Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
    - The expectation of contingent annuitant mortality was based on the PubS.H-2010(B) Contingent Annuitant Table with the following adjustments: For males, 97% of male rates at all ages. For females, 110% of female rates at all ages. Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
    - The price inflation assumption was reduced from 2.75% to 2.40%.
    - The wage inflation assumption was reduced from 3.00% to 2.65%.
    - The investment rate of return assumption was changed from 7.75% to 7.55%.
    - The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll.
    - Withdrawal rates, mortality rates, disability rates and service retirement rates were adjusted to reflect actual experience more closely.
    - The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.

Note 1 – Changes of Assumptions (Continued)

- The percentage of active member deaths assumed to be in the line of duty was decrease from 6% to 4%.

- 2020 (Measurement Date of June 30, 2019):
  - The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119. For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119. Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
  - The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments: For males, 137% of male rates at all ages. For females, 115% of female rates at all ages. Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
  - The price inflation assumption was reduced from 3.00% to 2.75%.
  - The wage inflation assumption was reduced from 3.25% to 3.00%.
  - Withdrawal rates, mortality rates, and service retirement rates were adjusted to reflect actual experience more closely.
  - The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.

- 2018 (Measurement Date of June 30, 2017):
  - The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022 rather than projected with Scale BB to 2016, which was used prior to 2017. Small adjustments were also made to the Mortality Table for disabled lives.
  - The wage inflation assumption was reduced from 3.75% to 3.25%.
  - Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were adjusted to reflect actual experience more closely.
  - The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

- 2017 (Measurement Date of June 30, 2016):
  - The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

- 2016 (Measurement Date of June 30, 2015):
  - The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
  - The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.
  - Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

Note 1 – Changes of Assumptions (Continued)

- Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.
- The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

Note 2 – Changes in Benefit Provisions

- 2017 (Measurement Date of June 30, 2016):
  - Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of 1% and a maximum rate of 5%.

Note 3 – Methods and Assumptions Used in Calculations of Actuarially Determined Contributions

Methods and assumptions used in calculations of actuarially determined contributions. The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2023 valuation for the June 30, 2025 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial Cost Method	Entry age
Amortization Method	Level percentage of payroll, open
Remaining Amortization Period	24.7 years
Asset Valuation Method	5-year smoothed market
Price Inflation	2.40%
Salary Increase	2.65% to 17.90%, including inflation
Investment Rate of Return	7.00%, net of pension plan investment expense, including inflation

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Analysis of Utility Plant and Accumulated Depreciation
For the Year Ended September 30, 2025

Description	Balance 9/30/2024	Additions	Retirements and Deductions	Balance 9/30/2025	Rate	Balance 9/30/2024	Additions and Accruals	Deductions	Balance 9/30/2025
Transmission Plant:									
Land and land rights	$ 13,333	-	-	13,333	N/A				
Station equipment	17,566,654	-	-	17,566,654	3.00%	3,678,522	569,160	-	4,247,682
Towers and fixtures	72,003	-	-	72,003	4.00%	72,003	-	-	72,003
Poles and fixtures	1,414,676	-	-	1,414,676	4.00%	1,295,026	56,022	-	1,351,048
Overhead conductors and devices	525,632	314,975	-	840,607	4.00%	489,710	26,947	196,332	320,325
Roads and trails	34,876	-	-	34,876	2.50%	19,608	879	-	20,487
Total Transmission Plant	19,627,174	314,975	-	19,942,149		5,554,869	653,008	196,332	6,011,545
Distribution Plant:									
Land and land rights	299,576	-	-	299,576	N/A				
Station equipment	8,679,973	2,392	-	8,682,365	3.00%	5,239,303	281,283	-	5,520,586
Poles, towers and fixtures	8,306,661	576,533	92,294	8,790,900	4.00%	1,938,146	345,176	259,927	2,023,395
Overhead conductors and devices	6,169,156	78,864	7,481	6,240,539	3.25%	2,468,080	201,367	57,218	2,612,229
Underground conduit	3,023,175	4,200	20	3,027,355	4.00%	1,075,283	119,741	31	1,194,993
Underground conductors and devices	7,639,203	297,581	3,436	7,933,348	3.50%	2,718,136	308,298	34,213	2,992,221
Line transformers	10,226,703	514,004	52,631	10,688,076	2.50%	2,814,605	265,511	134,437	2,945,679
Services	1,308,327	102,251	12,009	1,398,569	4.00%	601,867	53,511	21,714	633,664
Meters	3,451,379	34,816	137,334	3,348,861	3.00%	2,075,176	232,669	137,334	2,170,511
Installations on customers' premises	1,650,491	65,716	40,643	1,675,564	6.00%	863,420	84,783	61,493	886,710
Street lighting and signal systems	2,734,656	218,970	90,645	2,862,981	4.00%	373,954	112,691	141,764	344,881
Total Distribution Plant	53,489,300	1,895,327	436,493	54,948,134		20,167,970	2,005,030	848,131	21,324,869
General Plant:									
Land and land rights	382,165	-	-	382,165	N/A				
Structures and improvements	3,846,142	-	-	3,846,142	2.50%	2,249,988	95,944	-	2,345,932
Office furniture and equipment	904,773	110,307	-	1,015,080	10.00%	701,479	43,317	-	744,796
Transportation equipment	2,810,020	319,650	157,259	2,972,411	4.00%	1,725,246	171,559	157,259	1,739,546
Stores equipment	26,979	-	-	26,979	5.00%	17,927	1,360	-	19,287
Tools, shop and garage equipment	433,083	-	-	433,083	8.00%	203,461	26,912	-	230,373
Laboratory equipment	122,266	-	-	122,266	2.00%	86,643	2,072	-	88,715
Power operated equipment	168,697	-	-	168,697	10.00%	66,922	14,143	-	81,065
Communications equipment	119,584	-	-	119,584	10.00%	79,726	6,400	-	86,126
Miscellaneous equipment	9,366	-	-	9,366	6.66%	9,366	-	-	9,366
Total General Plant	8,823,075	429,957	157,259	9,095,773		5,140,758	361,707	157,259	5,345,206
Total Plant in Service	81,939,549	2,640,259	593,752	83,986,056		30,863,597	3,019,745	1,201,722	32,681,620
Construction Work in Progress	1,292,881	(1,048,376)	-	244,505		-	-	-	-
Total Electric Plant	$ 83,232,430	1,591,883	593,752	84,230,561		30,863,597	3,019,745	1,201,722	32,681,620
New additions to plant		$ 1,591,883							
Original cost of retirements			593,752					593,752	
Removal cost of retired assets								607,970	
Salvage on retired assets							12,042		
Current year depreciation							3,007,703		
		$ 1,591,883	593,752				3,019,745	1,201,722	

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Detailed Comparative Statements of Income
For the Year Ended September 30, 2025
With Comparative Figures for the 15-Month Period Ended September 30, 2024

	2025		2024		
	Amount	% of Total Operating Revenue	Amount	% of Total Operating Revenue	Increase or (Decrease)
Operating Revenue:					
Sales of Electric Energy:					
Residential	$ 16,505,232	33.9%	20,143,315	34.7%	(3,638,083)
Small commercials	3,669,677	7.5%	4,304,756	7.4%	(635,079)
Large commercials	26,654,003	54.8%	31,743,282	54.8%	(5,089,279)
Street and outdoor lighting	710,188	1.5%	822,476	1.4%	(112,288)
Change in unbilled revenue	(9,374)	0.0%	(353,497)	-0.6%	344,123
Total Electric Revenue	47,529,726	97.7%	56,660,332	97.7%	(9,130,606)
Revenue from late payments	466,969	1.0%	375,880	0.6%	91,089
Miscellaneous service revenue	40,341	0.1%	315,472	0.5%	(275,131)
Rent from electric property	548,509	1.1%	613,299	1.2%	(64,790)
Other electric revenue	51,164	0.1%	11,965	0.0%	39,199
Total Operating Revenue	48,636,709	100.0%	57,976,948	100.0%	(9,340,239)
Purchased Power	38,570,502	79.3%	46,563,594	80.3%	(7,993,092)
Operating Expenses:					
Distribution Expenses:					
Maintenance of overhead lines	18,092	0.0%	257	0.0%	17,835
Supervision and engineering	43,036	0.1%	190,996	0.3%	(147,960)
Station expense	342,777	0.7%	296,194	0.5%	46,583
Line expense	25,177	0.1%	67,624	0.1%	(42,447)
Street lighting and signal system	49,288	0.1%	86,550	0.1%	(37,262)
Meter expense	309,706	0.6%	276,084	0.5%	33,622
Customer installations	74,359	0.2%	93,052	0.2%	(18,693)
Rents	259,533	0.5%	213,532	0.4%	46,001
Miscellaneous	21,541	0.0%	25,572	0.0%	(4,031)
	1,143,509	2.3%	1,249,861	2.1%	(106,352)
Customer Accounts Expense:					
Meter reading expense	1,354	0.0%	-	0.0%	1,354
Customer records and collections	416,592	0.9%	374,213	0.6%	42,379
Uncollectible accounts	70,158	0.1%	61,831	0.1%	8,327
	488,104	1.0%	436,044	0.7%	52,060
Sales Expense:					
Customer assistance	17,700	0.0%	17,049	0.0%	651
Sales expense	16,243	0.0%	2,486	0.0%	13,757
Advertising	9,340	0.0%	12,287	0.0%	(2,947)
	43,283	0.0%	31,822	0.0%	11,461
Administrative and General:					
Salaries	549,466	1.1%	661,889	1.1%	(112,423)

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Detailed Comparative Statements of Income
For the Year Ended September 30, 2025
With Comparative Figures for the 15-Month Period Ended September 30, 2024

	2025		2024		
	Amount	% of Total Operating Revenue	Amount	% of Total Operating Revenue	Increase or (Decrease)
Operating Expenses (Continued)					
Office expense	$ 498,177	1.0%	742,769	1.3%	(244,592)
Outside services employed	468,830	1.0%	523,153	0.9%	(54,323)
Property insurance	256,265	0.5%	325,388	0.6%	(69,123)
Injuries and damages	106,427	0.2%	142,539	0.2%	(36,112)
Employee pensions and benefits	909,328	1.9%	1,835,006	3.2%	(925,678)
Miscellaneous	436,976	0.9%	297,696	0.5%	139,280
	3,225,469	6.6%	4,528,440	7.8%	(1,302,971)
Maintenance Expense:					
Station equipment	9,661	0.0%	18,389	0.0%	(8,728)
Line maintenance	807,474	1.7%	1,010,710	1.7%	(203,236)
Line transformer maintenance	45,176	0.1%	13,843	0.0%	31,333
Street lighting and signal system	73,077	0.2%	290,535	0.5%	(217,458)
Meter maintenance	-	0.0%	(68)	0.0%	68
Miscellaneous distribution plant	2,356	0.0%	11,823	0.0%	(9,467)
General plant	14,611	0.0%	43,888	0.1%	(29,277)
	952,355	2.0%	1,389,120	2.3%	(436,765)
Other Operating Expenses:					
Depreciation	2,827,005	5.8%	3,420,931	5.9%	(593,926)
Taxes and tax equivalents	1,365,000	2.8%	1,707,997	2.9%	(342,997)
	4,192,005	8.6%	5,128,928	8.8%	(936,923)
Total Operating Expenses	10,044,725	20.5%	12,764,215	21.7%	(2,719,490)
Total Purchased Power and Operating Expenses	48,615,227	99.8%	59,327,809	102.0%	(10,712,582)
Operating Income (Loss)	21,482	0.2%	(1,350,861)	-2.0%	1,372,343
Non-Operating Revenues:					
Interest on investments	425,962	0.9%	287,260	0.5%	138,702
Other non-operating income	48,460	0.1%	154,745	0.3%	(106,285)
	474,422	1.0%	442,005	0.8%	32,417
Non-Operating Expenses:					
Interest on long-term debt	120,309	0.2%	166,336	0.3%	(46,027)
Amortization of debt expense	15,978	0.0%	19,972	0.0%	(3,994)
Other non-operating expenses	28,199	0.1%	52,830	0.1%	(24,631)
	164,486	0.3%	239,138	0.4%	(74,652)
Net Income (Loss)	$ 331,418	0.9%	(1,147,994)	-1.6%	1,479,412

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
List of Governing Officials

Mayor and Board of Aldermen

Name	Contact	Principal Business
Lynn Spruill Mayor	(662) 323-2525, ext. 3100 l.spruill@cityofstarkville.org	Full-time Mayor; Co-owner of Spruill Property Management; Realtor
Kim Moreland Alderman, Ward 1	(662) 769-7017 k.moreland@cityofstarkville.org	Family Business Owner
Sandra C. Sistrunk, Alderman, Ward 2	(662) 418-4574 s.sistrunk@cityofstarkville.org	Retired
Kyle Skinner Alderman, Ward 3	(662) 418-7162 k.skinner@cityofstarkville.org	Agricultural Consultant; Realtor
Mike Brooks Alderman, Ward 4	(662) 341-2300 m.brooks@cityofstarkville.org	Real Estate Appraiser
William Pochop Alderman, Ward 5	(662) 323-2525 w.pochop@cityofstarkville.org	Financial Planner
Roy A. Perkins, Alderman, Ward 6	(662) 324-7300 royaperkins@hotmail.com	Attorney
Henry N. Vaughn, Sr. Alderman, Ward 7	(662) 323-2400 h.vaughn@cityofstarkville.org	Administrator

Manager

Name	Contact	Position
Edward Kemp	Phone: (662) 323-3133 ekemp@starkvilleutilities.com	General Manager

WWS

WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

James L Stafford, CPA
Harry W. Stevens, CPA
William B. Staggers, CPA
Michael W. McCully, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA
Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Stephen D. Flake, CPA
John N. Russell, CPA

Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA
Jerry L. Gammel, CPA
Clifford P. Stewart, CPA
Edward A. Maxwell, CPA
Bradley L. Harrison, CPA
Justin H. Keller, CPA
Dana R. Estes, CPA
April W. Posey, CPA
Lauren M. Bowen, CPA

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Board of Aldermen
Electric Department of the City of Starkville, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Electric Department of the City of Starkville, Mississippi, as of and for the year ended September 30, 2025, and the related notes to financial statements, and have issued our report thereon dated March 2, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Electric Department of the City of Starkville, Mississippi's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Electric Department of the City of Starkville, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the Electric Department of the City of Starkville, Mississippi's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Electric Department of the City of Starkville, Mississippi's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

West Point, Mississippi
March 2, 2026

Watkins Ward and Stafford, PLLC

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Schedule of Findings and Responses

The results of our tests did not disclose any findings related to the financial statements for the year ended September 30, 2025, that are required to be reported by *Governmental Auditing Standards*.

ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Summary of Prior Audit Findings

2024-01: Revenue Bond Ordinance Requirements Not Followed

Statement of Condition
The Electric Department failed to adequately fund the accounts as required by the bond resolution of its Series 2020 Revenue Bond Issue.

Recommendation
All required bond-related accounts should be adequately funded.

Status
All accounts relating to the Series 2020 Revenue Bond Issue have now been funded as prescribed by the bond ordinances.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Utilities
AGENDA DATE: April 7, 2026

SUBJECT: Consideration of the acceptance of the Mechanical Service Agreement and Maintenance Contract with Brislin, Inc. for Starkville Utilities Operations Center HVAC Services from April 1, 2026 to March 31, 2027.

FISCAL NOTE: 2026/2027 Budget

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext.1101

Starkville Utilities has utilized Brislin, Inc. for all HVAC related services for the main office. For the past year, the maintenance contract has yielded a quicker repair time when faced with unforeseen or time critical issues and has also produced more regular preventative maintenance service. This proposal is to add the Operations Center facility to the on-going maintenance contract.

SUGGESTED MOTION:

Move approval of the acceptance of the Mechanical Service Agreement and Maintenance Contract with Brislin, Inc. for Starkville Utilities Operations Center HVAC Services from April 1, 2026 to March 31, 2027.

BRISLIN, INC.

4051 MILITARY ROAD
COLUMBUS, MS 39705
662-328-5814
WWW.BRISLININC.COM

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:

Starkville Utilities Operation
605 Dr. Martin Luther King Jr. Drive E.
Starkville, MS 39759

BY:

BRISLIN, INC.
4051 Military Road
Columbus, MS 39705

FOR:
HVAC Services from
April 1, 2026 to March 31, 2027

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT: See Attached - Equipment List

WE AGREE TO:
- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least four (4) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed $115.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency services will be available at an additional overtime cost of $125.00 per hour for after normal operating hours, weekends, and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:
- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are those not exceeding $500.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:
- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnects (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in April 2026 and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing multi-pleated Merv-10 filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement:

$2,000.00 per year plus tax;
Invoiced in equal installments of $500.00 following the completion of each service or inspection.

During the performance of this Agreement, we will take reasonable precautions to avoid injury to persons and damage to property.

This proposal shall become a binding agreement between Brislin, Inc. and the undersigned party upon execution by authorized representatives of both parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, or understandings, whether written or oral. No rights, remedies, or obligations are created except as expressly set forth herein. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein is intended to or shall confer any rights upon any third party.

Respectfully submitted:
BRISLIN, INC.

Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____

HVAC MAINTENANCE / INSPECTION CHECKLIST

Weather Conditions			
____	Rainy	____	Clear
____	Cloudy	____	Partly Cloudy
____	Humid		
	Outside Temp		Inside Temp (Avg)

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE

____ 1. Clean drain pan & lines. Add algaecide tablets.

____ 2. Check performance & service of all major components.
-Document any deficiencies found.

____ 3. Lubricate moving parts needed.

____ 4. Check refrigerant charge & record. (annually or as needed)

____ 5. Test amperage & voltage & record. (annually or as needed)

____ 6. Inspect for oil & refrigerant leaks. Document any leaks found.

____ 7. Check operating & safety controls & adjust or repair as needed.

____ 8. Check air distribution temperatures & record.

____ 9. Inspect condenser & evaporator coils.

____ 10. Wash evaporative & condenser coils *(coil cleaner* OR *water)*

____ 11. Clean/brush evaporative coils

____ 12. Tighten electrical connections on equipment as needed

____ 13. Check belts & drives, tighten as needed

____ 14. Replace belts (if required)

____ 15. Check temperature control system & make minor repairs.
-Document any deficiencies found

____ 16. Check & adjust economizer linkage & controls (if applicable)

____ 17. Replace filters & wash air filters (includes OSA filters)

____ 18. Check heating section & controls. - Document any deficiencies found.

REMARKS:

CUSTOMER'S SIGNATURE	DATE	SERVICE MANAGER
TECHNICIAN'S SIGNATURE	DATE	SCHEDULED DATE

Report Selections:	Site ID:	605DRMARTI	Site Status:	Active	Equipment Notes?	Yes	Warranty Details?	No
	Equipment:	ALL	Equipment Status:	Active	Component Notes?	No		

BRISLIN, INC.

Detail Site Equipment Listing Sorted by Site

Equipment	Description	Status	Type	Make	Model	Serial Number	Location	Year Installed
Site: 605DRMARTI (STARKVILLE UTILITIES OPERATION)								
01	SYSTEM #01	Active	PACK	YORK	J12ZRN24U4D6BCA2A1	N2N0510250	SOUTH - AC01	
Equipment Notes:								
4) 20X24X2 1) BX56								
02	SYSTEM #02	Active	PACK	YORK	J06ZRN1254B6BCA2A1	N2N0510239	NORTH - AC02	
Equipment Notes:								
4) 16X24X2 1) A49								

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Utilities
AGENDA DATE: April 7, 2026

SUBJECT: Request authorization to advertise for bids for Curry Street Generator (Material Only).

AMOUNT & SOURCE OF FUNDING: 2025/2026 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext. 1101

With the upgrade of the Curry well and the increased motor horsepower, the current generator is undersized. A new generator is proposed as part of the electrical upgrade for the Curry well which will include new electrical components, panels, and protective housing. The existing electrical system components have exceeded their useful life. We are currently in the design phase of this project; however, we are requesting to procure a generator sized to adequately run Curry well along with both Parkdale and Curry WTP should permanent power be lost. The anticipated lead time for a generator of this size is expected to be 8-10 months thus the request to get that portion of the project timeline started.

It is proposed to move the Curry well generator to another location where a critical asset is housed and needs backup electric generation.

SUGGESTED MOTION:

Move approval to advertise for bids for Curry Street Generator (Material Only).

ADVERTISEMENT FOR BIDS
CITY OF STARKVILLE

Notice is hereby given that the City of Starkville will receive sealed bids for **City of Starkville – Starkville Utilities Curry Street Generator (Material Only)** in Starkville, Mississippi.

Bids will be received at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be submitted online at www.cityofstarkvilleplans.org, by 10:00 A.M. local time on May 6, 2026, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

CONTRACT DOCUMENTS: Contract documents may be obtained online at www.cityofstarkvilleplans.org. Questions are to be directed to Joey Bowman via jbowman@atwellandgent.com.

SUBMITTAL OF SEALED PROPOSAL: Each proposal must be submitted in duplicate in accordance with the instructions to bidders which are bound in the Project Manual. The Owner reserves the right to waive irregularities and to reject any or all proposals.

SUBMITTAL OF ELECTRONIC BIDS: Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

No bid shall be withdrawn after the scheduled date and time of the beginning of the bidding event without the written consent of the City of Starkville. Within the limitations of Mississippi State Purchasing Law, the City of Starkville reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City of Starkville.

The bid opening will be held in the City Clerk Conference Room on the 1st floor of City Hall. Interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Joanna McLaurin, City Clerk

Dates of Advertisement:

April 10, 2026
April 14, 2026

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Utilities
AGENDA DATE: April 7, 2026

SUBJECT: Request authorization to accept the emergency purchase in accordance with MS State Statute 31-7-13 from Berry Electric, LLC in the amount of $8,200.00 for electrical repairs and a transfer switch at Academy well.

AMOUNT & SOURCE OF FUNDING: 2025/2026 Budget

FISCAL NOTE: Berry Electric, LLC $8,200.00

AUTHORIZATION HISTORY:
REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext. 1101

We discovered an electrical issue on the main breaker that serves the Academy well and backup generator. We contacted a local electrician that does work for the water treatment facilities to quickly repair in order to get the well back fully functioning. Once that work was initiated, it was discovered that the automatic transfer switch was wired incorrectly which would cause backfeed creating a very serious safety issue. It was decided to proceed with repairing this issue while correcting the other electrical items needed. It was not known at the onset that this work would be as extensive as it ultimately required and the total invoice once completed exceeded the $5,000.00 threshold amount. This is to get Board approval of this work retroactively in accordance with MS Statute Section 31-7-13.

MS State Statute Section 31-7-13:

The term “emergency” shall mean any circumstances; caused by fire, flood, explosion, storm, earthquake, epidemic, riot, insurrection or caused by an inherent defeat due to defective construction, or when the immediate preservation of order or of public health is necessary by reason of unforeseen emergency, or when the immediate restoration of a condition of usefulness of any public building, equipment, road, or bridge appears advisable, or in the case of a public utility when there is a failure of any machine or other thing used and useful in the generation, production or distribution of electricity, water or natural gas, or in the transportation or treatment of sewage; or when the delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities or agency, its employees or its citizens; or in the case of a public airport, when the delay incident to publishing an advertisement for competitive bids would endanger public safety in a specific (not general) manner, result in or perpetuate a specific breach of airport security, or prevent the airport from providing specific air transportation services.

SUGGESTED MOTION:

Move approval of the emergency purchase in accordance with MS State Statute 31-7-13 from Berry Electric, LLC in the amount of $8,200.00 for electrical repairs and a transfer switch at Academy well.

BERRY ELECTRIC, LLC

10648 MS Hwy. 15
MANTEE, MS 39751
(662) 263-4617 Office
(662) 418-2260 Cell

NAME CITY OF STARKVILLE
ADDRESS WATER DEPT.
ACADEMY WELL | PH. NO. | DATE 2-12-26

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
	EMERGENCY CHANGE OUT OF 400 AMP 3 PHASE MAIN BREAKER & TRANSFER SWITCH		
	LABOR	$7,000 00	
	TOOLS & EQUIPMENT	$1,200 00	
	CITY SUPPLIED ALL MATERIALS	$8,200 00	
	$8,200 00		
		TAX	0
RECEIVED BY	Thanks	TOTAL	$8200 00

No. 005116

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

GP-153-2
PRINTED IN U.S.A.

Thank You

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Utilities
AGENDA DATE: April 7, 2026

SUBJECT: Request authorization to execute the Mississippi Development Authority Energy & Natural Resources Division Mississippi 40101(d) Grid Resilience Grant Program Subaward Grant Agreement.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext. 1101

We applied for this grant on September 25, 2025. On March 5, 2025, we were notified that we are conditionally approved by the Mississippi Development Authority's Energy and Natural Resources Division (MDA-ENRD) for funding under the Mississippi Grid Resilience Grant Program. The grant proposal included system improvements including SCADA system upgrades and an outage management system (OMS). It also includes pole replacement and improvements to the distribution system assets. The award amount is $1,000,000 with a $484,000 match. Attached is a conceptual schedule and timeline for this project.

SUGGESTED MOTION:

Move approval to execute the Mississippi Development Authority Energy & Natural Resources Division Mississippi 40101(d) Grid Resilience Grant Program Subaward Grant Agreement.

Project Gantt Chart - Starkville Utilities

		Months																																		
Task #	*Description*	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*	*13*	*14*	*15*	*16*	*17*	*18*	*19*	*20*	*21*	*22*	*23*	*24*	*25*	*26*	*27*	*28*	*29*	*30*	*31*	*32*	*33*	*34*	*35*	*36*
0	**Project Management and Planning**																																				
0.1	Kickoff Meeting																																				
M1	Project Started	*																																			
0.2	Prepare Project Management Plan																																				
D1	Submit Project Management Plan		*																																		
D2	Submit Demographic Report	*																																			
D4	Submit Annual Program Metrics and Impact Report (Note: due 90 days after close of Federal Fiscal Year)															*																					
D5	Submit Financial Conflict of Interest Report						*																														
D6	Submit Quarterly Progress and Financial Reports				*			*			*			*			*			*			*			*			*			*			*		
0.3	Prepare Final Report																																				
M2	Final Report Complete																																				*
1	**SCADA implementation - SCADA server, master station, license, system design and installation**																																				
1.1	Procure Equipment																																				
1.2	Install equipment																																				
M3	Scada Task Complete												*																								
2	**Pole Replacement on 22 Feeders**																																				
2.1	Ongoing Pole Replacement																																				
M6	Pole Replacement Completed																																		*		

Mississippi Development Authority
Energy & Natural Resources Division
Mississippi 40101(d) Grid Resilience Grant Program
Subaward Grant Agreement

Subrecipient Name and Address: **Grant Number: GT025-0XX**	**Federal Award Identification Number (FAIN):** DE-GD0000025
	Date of Original Federal Award: August 20, 2024
UEI Number:	**Awarding Agency:** U.S. Department of Energy
UEI Registered Name:	**Recipient:** Mississippi Development Authority ("***MDA***")
Assistance Listing Title: Grid Infrastructure Deployment and Resilience Formula Grant Program	
Assistance Listing Number: 21.034	
Total Amount of Federal Funds Obligated to Subrecipient by MDA:	

THIS SUBAWARD AGREEMENT ("***Agreement***") is entered into by and between the MDA, an agency of the State of Mississippi with principal offices at 501 N. West Street, Jackson, MS 39201, and _____ ("***Subrecipient***"), with principal offices at _____. This Agreement shall govern certain activities and responsibilities to be carried out by Subrecipient on behalf of MDA, a recipient of an award from the U.S. Department of the Energy ("***DOE***") under the Grid Infrastructure Deployment and Resilience Formula Grant, which is authorized by Section 40101(d) of the Infrastructure Investment and Jobs Act, Public Law 117-58, signed into law in November 2021, also known as the Bipartisan Infrastructure Law (the "***BIL***"). Using funds from this award, MDA has established the *Mississippi 40101(d) Grid Resilience Program*, (the "***Program***") in direct support of Section 40101(d) of the BIL. The objective of the Program is to improve the resilience of the Mississippi electric grid against disruptive events. Per BIL Section 40101(a)(1), a disruptive event is an event in which operations of the electric grid are disrupted, preventively shut off, or cannot operate safely due to extreme weather, wildfire, or natural disaster.

SECTION 1. Subaward

MDA and Subrecipient hereby agree that this Grid Infrastructure Deployment and Resilience Formula Grant subaward (the "***Subaward***") shall be governed by this Agreement and the following documents, which (in addition to the Exhibits) are incorporated into this Agreement and made a material part hereof:

Appendix 1. MDA-DOE Assistance Agreement, No. DE-GD0000025;
Appendix 2. Special Terms and Conditions for Use in Formula Grants Issued Under the Grid Deployment Office (GDO) Administrative and Legal Requirements Document (ALRD); and
Appendix 3. DOE General Guidance on the Inclusion of Fringe within DOE's Indirect Rate Cap Policy

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Subrecipient agrees that it is responsible for complying with all requirements, conditions, duties, and obligations of the "Recipient" and/or "MDA" that are contained in the materials identified above. The parties agree that the provisions set forth in the MDA-DOE Assistance Agreement, No. DE-GD0000025 (Appendix 1) and in the Special Terms (Appendix 2) shall be adopted as part of this Agreement as though fully set forth herein substituting (i) "Subrecipient" for "Recipient," (ii) "Subaward" for "Award" or "award," and (iii) "MDA" for "DOE."

SECTION 2. Program Rules and Regulations and Federal Flow Down Requirement.
Subrecipient will perform all Agreement obligations in accordance with its terms and conditions, an approved Subaward budget, and all mutually approved revisions and modifications to these documents. In addition, as Program requirements may change as federal and state regulations and other guidance come forth, Subrecipient agrees it will follow and implement the Program consistent with the current (including any new or modified) legal and/or compliance obligations in effect at the time. Other than any such new or modified federal and state regulations and other Program guidance, this Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties, and such modification must be in writing and signed by both parties.

Subrecipient agrees that it shall comply with all applicable federal statutes (including but not limited to the BIL), regulations, executive orders, other DOE compliance guidance maintained on the program website, and the Subaward terms included in this Agreement and Title 2 of the Code of Federal Regulations, Subtitle A, Chapter II, Part 200, otherwise known as 2 CFR Part 200, supplemented with Title 2 of the Code of Federal Regulations, Subtitle B, Chapter IX, Part 910, otherwise known as 2 CFR Part 910, all of which are incorporated herein by reference. Further, Subrecipient shall be bound by, and shall comply with, all representations made in the Application, all of which are incorporated by reference. These compliance requirements and all other applicable federal and state laws, as well as the rules and regulations that may be added by MDA during the term of the Subaward shall be incorporated into all contracts and subcontracts associated with the Program issued by Subrecipient.

SECTION 3. Scope of Work.
MDA, along with its designated representatives, will serve as the project manager(s) to work with Subrecipient to ensure that all program goals are met in a timely and professional manner with regard to completing the tasks set forth in EXHIBIT 1: SCOPE OF WORK. Subrecipient will communicate with MDA and its designated representatives as reasonably necessary and provide relevant information, documents, and technical support reasonably necessary to address the tasks and activities set forth in Scope of Work. Subrecipient will perform the work or research in a timely, professional, workmanlike manner in accordance with the applicable and relevant industry standards set forth in the attached Exhibit(s) that are satisfactory and acceptable to each other and using properly trained, skilled, competent, and experienced personnel with adequate and necessary equipment and protective gear in good working order. No other activities will be reimbursed by MDA unless a formal modification to the Scope of Work has been approved in writing by MDA.

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SECTION 4. Subaward Budget.
MDA will provide a grant obligation to Subrecipient up to **$000,000.** to be used solely for reimbursement of direct expenses specified in EXHIBIT 2: BUDGET PROPOSAL. Under no circumstances will the amount of the Subaward exceed this amount. Further, MDA will not reimburse the Subrecipient for expenses incurred prior to execution of this Subaward. Further, MDA will not reimburse Subrecipient for expenses not listed in the Subaward Budget unless a formal budget modification has been approved in writing prior to expenditure of those funds.

The method of payment under the Agreement shall be cost reimbursement. Subrecipient will submit to MDA invoices for payment with supporting documentation, monthly or quarterly, as instructed by MDA. No payments will be payable if Subrecipient did not perform or complete the tasks specified in the Scope of Work, if the requested cost reimbursement is not in compliance with the terms and conditions of the Agreement, or if seeking cost reimbursement for services or materials incurred after the expiration of the Agreement, unless otherwise agreed in writing.

SECTION 5. Cost Match.
As a condition of this Agreement, Subrecipient is required to provide a cost match of the Subaward of **$000,000**. By accepting federal funds under the Subaward, Subrecipient is liable for the Subaward cost match amount contained in this Section 5.

SECTION 6. Period of Performance and Budget Period.
The Agreement's period of performance and budget period will commence upon signature execution of this Agreement by MDA and Subrecipient. The Subrecipient shall complete all project activities and expend all awarded funds within three (3) years from the execution of this Agreement, after which the period of performance and budget period shall end unless extended through a written amendment approved by MDA.

Notwithstanding the above, in no event shall the period of performance or budget period extend beyond January 2032, unless otherwise authorized by DOE and approved in writing by MDA.

SECTION 7. Resilience Program Subcontracts.
Subrecipient must notify the MDA in writing prior to the execution of new or modified subcontracts associated with the Program. This notification does not constitute a waiver of the prior approval requirements outlined in the 2 CFR 200, nor does it relieve Subrecipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

SECTION 8. Allowable and Indirect Costs.
Subrecipient shall utilize the approved *de minimis* indirect cost rate specified in EXHIBIT 2: BUDGET PROPOSAL. Subrecipient must ensure indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of 2 CFR Part 200 as amended by 2 CFR Part 910.

SECTION 9. Termination of Agreement.

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A. Termination for Convenience of MDA

MDA may terminate the Agreement for the convenience of MDA by giving the Subrecipient a written notice of termination, specifying the effective date thereof. As directed by MDA, Subrecipient shall forthwith (a) place no further purchase orders or subcontracts, (b) cancel or terminate all current purchase orders or subcontracts; (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subcontracts; and (d) dispose of equipment in Subrecipient's possession, if applicable, as directed by MDA.

B. Termination for Cause

1.) If, for any cause, except for force majeure, Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient shall violate any of the terms of this Agreement, MDA shall thereupon have the right to terminate the Agreement by giving a written notice of termination to Subrecipient specifying the effective date thereof. As directed by MDA, Subrecipient shall (a) repay all of the grant funds expended at the time of termination, (b) place no further purchase orders or subcontracts, (c) cancel or terminate all current purchase orders or subcontracts; and (d) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subcontracts.

2.) If Subrecipient is unable or unwilling to comply with any elements of this Agreement or additional conditions as may be lawfully imposed by the United States of America, the State of Mississippi, or MDA under this Agreement, Subrecipient shall have the right to terminate this Agreement by giving written notice to MDA specifying the reason for noncompliance and signifying the effective date thereof. Subrecipient shall (a) repay all of the grant funds expended at the time of termination, (b) place no further purchase orders or subcontracts, (c) cancel or terminate all current purchase orders or subcontracts; and (d) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subcontracts.

3.) If the funding from the Federal or State grantor agency under which this Agreement is made is delayed or terminated, MDA shall thereupon have the right to terminate this Agreement by giving a written notice of termination to Subrecipient specifying the effective date thereof. As directed by MDA, (a) place no further purchase orders or subcontracts, (b) cancel or terminate all current purchase orders or subcontracts; (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subcontracts; and (d) dispose of equipment in Subrecipient's possession, if applicable, as directed by MDA.

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4.) If Subrecipient fails to adhere to any of the Program guidelines, including prompt and accurate reporting of required information to MDA throughout the Subaward Period, MDA reserves the right to require Subrecipient to pay back the Award in full. Should MDA exercise this option, MDA shall provide Subrecipient with written notice of breach, and the Subrecipient will be given thirty (30) days following receipt of such notice to cure such default prior to the repayment requirement being enforced.

5.) In the event of termination of this Agreement, all materials and equipment purchased, and data, supplies, and reports prepared by Subrecipient under the Agreement shall, at the option of MDA, become the property of MDA. Subrecipient shall not be relieved of liability to MDA for damages sustained by MDA by virtue of any breach of the Agreement by Subrecipient. Determination of damages shall be assessed within ninety (90) days of written termination.

6.) If either party terminates this Agreement because of the other party's default, in addition to all rights it has under this Agreement, the non-breaching party shall have the right to exercise any and all remedies available at law or in equity. All rights and remedies are cumulative, and the election of one remedy shall not preclude another. Any termination shall be without prejudice to accrued rights. Specifically, a termination due to default of delivery or payment under this Agreement shall not affect or terminate the rights and obligations of the parties that have accrued prior to the default in delivery or payment. Despite the expiration or termination of this Agreement, the obligations intended to survive termination or expiration of this Agreement shall continue in full force and effect.

SECTION 10. Publications and Publicity

Subrecipient may publish results of its function and participation pursuant to this Agreement prior to review by MDA, provided that (1) such publications acknowledge that the Program is supported by the U.S. Department of Energy. The acknowledgment will include the MDA Grant Number (DE-GD0000025).

Any publications printed by Subrecipient as a result of this funding under the Agreement will contain a notice providing as follows:

NOTICE

Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed

herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Subrecipient should make every effort to include the full Legal Disclaimer. However, in the event that Subrecipient is constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Subrecipient agrees not to authorize or commission any promotional materials containing any reference to MDA without prior written approval of MDA. Such approval shall not be unreasonably withheld.

SECTION 11. Copyrights
If this Subaward results in copyrightable material, the author is free to copyright the work; but MDA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

SECTION 12. Discrimination Prohibited.
No person in the United States shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. Subrecipient will comply with the Civil Rights Act of 1964, as amended, and any regulations promulgated thereto.

SECTION 13. Political Activity Prohibited.
None of the funds, materials, property, or service contributed by MDA or Subrecipient under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 14. Religious Activity Prohibited.
There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of the Agreement.

SECTION 15. Compliance with Federal, State, and Local Laws.
Subrecipient shall comply with all applicable laws and regulations of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may be affected by this Agreement.

SECTION 16. Inspections.
Subrecipient shall make available financial reports, program status reports, and other reports as requested by DOE, MDA, or their representatives and will arrange for on-site inspections by DOE,

MDA, and/or their representatives upon request. Failure to submit required reports at the times specified may, at the option of DOE and/or MDA, require Termination for Cause in accordance with Section 9.

SECTION 17. Reporting.
Subrecipient shall comply with reporting requirements as required. Reimbursement of expenses will be held until Subrecipient has submitted an invoice for payment and all reporting requirements have been met. At the close of the Subaward Period, Subrecipient will submit the required final close-out reports and forms for the Subaward in the format issued by MDA.

SECTION 18. Lobbying Restrictions.

A. ***Lobbying with appropriated moneys (18 U.S.C. 1913).*** By accepting funds under this Subaward, Subrecipient agrees that none of the funds obligated on the Subaward shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

B. ***Byrd Anti–Lobbying Amendment (31 U.S.C. 1352).*** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

SECTION 19. Nature of Relationships.
The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other.

SECTION 20. No Assignment.
A Party may not assign its rights and duties under this Agreement to any third Party.

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SECTION 21. National Environmental Policy Act (NEPA) Requirements.
Subrecipient will be subject to a National Environmental Policy Act (NEPA) review to evaluate potential environmental impacts of a project. The NEPA review will also assess the environmental impact of projects in floodplains or wetlands. DOE will evaluate the NEPA Environmental Questionnaire to determine the applicable level of environmental review under NEPA, including whether the Subaward qualifies for a Categorical Exclusion (CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS).

MDA or its designated representative will monitor the Subrecipient's progress toward NEPA compliance. Subrecipient shall provide regular updates upon request and notify MDA promptly of any changes to the Subaward that may affect NEPA status or environmental compliance. All such updates must be submitted in a manner and frequency determined by MDA.

SECTION 22. Equal Employment Opportunity (40 U.S.C. 3141–3148).
Except as otherwise provided under 41 CFR Part 60, all contracts awarded by the Subrecipient that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' Subrecipient agrees that it is subject to the same equal employment opportunity requirements contained in 41 CFR 60–1.4.

SECTION 23. Davis-Bacon Act, as amended.
Subrecipient will be required to comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, Subrecipient must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. In addition, Subrecipient must: (i) pay wages not less than once a week; (ii) place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation; (iii) report all suspected or reported violations to the Federal awarding agency; (iv) condition the decision to award a contract or subcontract upon the acceptance of the wage determination; (v) include a provision for compliance with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part

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by Loans or Grants from the United States"); and (vi) report all suspected or reported violations to DOE.

Subrecipient shall be subject to weekly Davis-Bacon Act compliance inspections, as required by such Act, by MDA or its designee. Subrecipient will be required to submit weekly certified payrolls throughout the Subaward using Labor Compliance Program (LCP) Tracker, which is the authorized mode for payroll reporting on all DOE programs.

SECTION 24. Contract Work Hours and Safety Standard Act.
Where applicable, all contracts awarded by Subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and/or subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or 195 Pt. 200, App. II materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SECTION 25. Procurement of recovered materials. Subrecipient agrees that it will comply (and ensure its contractors and/or subcontractors comply) with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the requirements of which include:

(1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000;

(2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and

(3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SECTION 26. Intellectual Property.
Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

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SECTION 27. Rights to Inventions Made Under a Contract or Agreement.

(1) **Standard.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by DOE. See 2 C.F.R. Part 200, Appendix II(F).

(2) **Applicability**. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as federal awards under these programs do not meet the definition of "*funding agreement*."

(3) **Funding Agreements Definition**. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

SECTION 28. Prohibition on certain telecommunications and video surveillance equipment or services.

Subrecipient agrees and acknowledges that it is prohibited from obligating or expending loan or grant funds to:

(1) procure or obtain;
(2) extend or renew a contract to procure or obtain; or
(3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision

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Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

The prohibition in this section includes (a) telecommunications or video surveillance services provided by such entities listed above or using such equipment; and (b) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

SECTION 29. Buy America Preferences for Infrastructure Projects.

Subrecipient agrees, to the greatest extent practicable under this Subaward, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Subrecipient further agrees that the requirements of this subsection must be included in all subawards, including all contracts and purchase orders for work or products under this award. For purposes of this subsection: (1) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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SECTION 30. Mississippi Employment Protection Act.
Subrecipient represents and warrants that it will ensure its compliance (and its contractors' compliance) with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session, codified as Miss. Code Ann. § 71-11-1, *et seq*.) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the U. S. Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Subrecipient agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subrecipient and its contractors further represent and warrant that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Subrecipient understands and agrees that any breach of these warranties may subject contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to 3 years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to contractor by an agency, department or government entity for the right to do business in Mississippi for up to 1 year, or (c) both. In the event of such cancellation/termination, contractor would also be liable for any additional costs incurred by the State due to Agreement cancellation or loss of license or permit.

SECTION 31. Delays.
Subrecipient recognizes and agrees that failure to meet the milestones in accordance with the delivery schedule detailed in EXHIBIT 1: SCOPE OF WORK and made part of this Agreement may result in expense and damage to MDA or MDA funders DOE. Subrecipient shall, therefore, inform MDA immediately of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the milestone according to such schedule.

SECTION 32. Performance of Work in the United States.
All work under this Agreement must be performed in the United States.

SECTION 33. Foreign Consideration of Existing and New Collaborations with Foreign Organizations and Governments.
Subrecipient must provide MDA, for coordination with its funder DOE, with advanced written notification of any existing or potential collaboration with foreign organizations or governments in connection with its scope. Subrecipient must await further guidance from MDA and the DOE Agreements Officer prior to contacting the proposed foreign organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

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SECTION 34. U.S. Competitiveness.
Subrecipient agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless otherwise approved by MDA or MDA's funder DOE. Subrecipient agrees that it will not license, assign or otherwise transfer any of its subject inventions to any entity, at any tier, unless that entity agrees to these same requirements. Should Subrecipient or other such entity receiving rights in the invention(s): (1) undergo a change in ownership amounting to a controlling interest, or (2) sell, assign, or otherwise transfer title or exclusive rights in the invention(s), then the assignment, license, or other transfer of rights in the subject invention(s) is/are suspended until approved in writing by MDA. The Principal Investigator (PI) and Subrecipient successor assignee will convey to MDA, upon written request from MDA, title to any subject invention, upon a breach of this paragraph.

SECTION 35. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.
Contracts and subawards of amounts in excess of $150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

SECTION 36. Non-Disclosure & Confidentiality Agreement Assurances.
Subrecipient and/or its contractors shall not release to anyone outside of the MDA's organization or Subrecipient's organization any information, regardless of medium (e.g. film, tape, document), pertaining to any part of this Agreement or any program related to this Agreement, unless:
A. MDA has given prior written approval;
B. The information is otherwise in public domain before the date of release; or
C. The information is limited to the content of the general agreement and objectives between MDA, MDA's funders DOE, and Subrecipient are used to establish network relationships and support activities for the partnership related to the Subaward's Scope of Work.

SECTION 37. Limitation of Liability.
By entering into this Agreement, the undersigned attests that Subrecipient has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature. The undersigned further attests that Subrecipient does not have any unpaid State or Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. For purposes of these assurances, the following definitions apply: A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States (but not foreign corporations). It includes both for-profit and non-profit organizations.

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SECTION 38. Debarment and Suspension.
In accordance with Executive Orders 12549 and 12689, the regulations at 2 CFR part 180, Guidance for Governmentwide Debarment and Suspension (Non-procurement) are applicable to this Agreement, as well as (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 39. Venue and Choice of Law.
This Agreement shall be governed by the laws of the State of Mississippi and venue for any and all claims or causes of action arising out of or relating to the Agreement shall lie exclusively in the proper state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for any and all disputes.

[*Signatures on Following Page*]

DRAFT

WITNESS THE SIGNATURES OF THE PARTIES, this the_____ day of_____, 202_.

SUBRECIPIENT

_____

Authorized Representative **Date**

_____

Witness

MISSISSIPPI DEVELOPMENT AUTHORITY

_____

Authorized Representative **Date**
William V. Cork, Executive Director

_____

Witness

DRAFT

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Utilities
AGENDA DATE: April 7, 2026
PAGE: 1

SUBJECT: Request authorization to accept the low quote from Bill Young in the amount of $21,820.00 for maintenance of altitude valves at four locations: Curry St, Scales St, Locksley, and Azalea St.

AMOUNT & SOURCE OF FUNDING: 2025/2026 Budget

FISCAL NOTE: We received two quotes for each location for altitude valve maintenance:

Quote 1: Bill Young	$5,455.00 – Curry St
	$5,455.00 – Scales St
	$5,455.00 – Locksley
	$5,455.00 – Azalea St
	$21,820.00
Quote 2: Vaughan Water Works	$6,273.00 – Curry St
	$6,273.00 – Scales St
	$6,273.00 – Locksley
	$6,273.00 – Azalea St
	$25,092.00

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext. 1101
This is to provide regular maintenance on the altitude valves at four tank site locations. These valves have not been maintained for some time, and we are adding to our regular maintenance schedule.

SUGGESTED MOTION:

Move approval to accept the low quote from Bill Young in the amount of $21,820.00 for maintenance of altitude valves at four locations: Curry St, Scales St, Locksley, and Azalea St.

BILL YOUNG

662-871-9632
canthavenothing7@yahoo.com
634 Hwy 41N Okolona MS 38860

Bill Young

ESTIMATE

FOR: **City Of Starkville**
cmcclain@starkvilleutilities.com

NUMBER: EST0033
DATE: Mar 2, 2026

Description	Quantity	Unit price	Amount
Rebuild 10" watts altitude valve	1	$5,455.00	$5,455.00

SUBTOTAL: **$5,455.00**

TOTAL **$5,455.00**

Comments
labor mileage and materials to rebuild 10" watts valve at curry st

Estimate

labor and mileage to rebuild 10' watts valve at curry st

From

Vaughan Water Works
255 County Road 141
Okolona, MS 38860
United States

To

Starkville Utilities
United States

Invoice No.

INV-35

Date

Mar 03 2026

Invoice Due

Mar 03 2026

Description	Quantity	Rate	Amount
rebuild 10'watts altitude valve	1	6273.00	USD 6273.00

Sub Total	6,273.00
Total (USD)	**6,273.00**
Paid to Date (USD)	**0.00**
Balance **USD**	**6,273.00**

Invoice Note

this is only an estimate

Email: vaughanwaterworks@gmail.com

Powered by invoicely

BILL YOUNG

662-871-9632
canthavenothing7@yahoo.com
634 Hwy 41N Okolona MS 38860

Bill Young

ESTIMATE

FOR: **City Of Starkville**
cmcclain@starkvilleutilities.com

NUMBER: EST0031
DATE: Mar 2, 2026

Description	Quantity	Unit price	Amount
Rebuild 10" watts altitude valve	**1**	**$5,455.00**	**$5,455.00**

SUBTOTAL: **$5,455.00**

TOTAL **$5,455.00**

Comments
labor mileage and materials to rebuild 10" watts valve at scales st

Estimate

labor and mileage and materials to rebuild 10" watts valve at scales st

From

Vaughan Water Works
255 County Road 141
Okolona, MS 38860
United States

To

Starkville Utilities
United States

Invoice No.
INV-37

Date
Mar 03 2026

Invoice Due
Mar 03 2026

Description	Quantity	Rate	Amount
rebuild 10" watts altitude valve	1	6273.00	USD 6273.00

Sub Total	6,273.00
Total (USD)	**6,273.00**
Paid to Date (USD)	**0.00**
Balance **USD**	**6,273.00**

Email: vaughanwaterworks@gmail.com

Powered by invoicely

BILL YOUNG

662-871-9632
canthavenothing7@yahoo.com
634 Hwy 41N Okolona MS 38860

Bill Young

ESTIMATE

FOR: **City Of Starkville**
cmcclain@starkvilleutilities.com

NUMBER: EST0034
DATE: Mar 2, 2026

Description	Quantity	Unit price	Amount
Rebuild 10" watts altitude valve	1	$5,455.00	$5,455.00

SUBTOTAL: $5,455.00

TOTAL $5,455.00

Comments
labor mileage and materials to rebuild 10" watts valve at locksley

Estimate

labor mileage and materials to rebuild 10' watts valve at Locksley

From

Vaughan Water Works
255 County Road 141
Okolona, MS 38860
United States

To

Starkville Utilities
United States

Invoice No.

INV-33

Date

Mar 03 2026

Invoice Due

Mar 03 2026

Description	Quantity	Rate	Amount
rebuild 10' watts altitude valve	1	6273.00	USD 6273.00

Sub Total	6,273.00
Total (USD)	**6,273.00**
Paid to Date (USD)	**0.00**
Balance **USD**	**6,273.00**

Email: vaughanwaterworks@gmail.com

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BILL YOUNG

662-871-9632
canthavenothing7@yahoo com
634 Hwy 41N Okolona MS 38860

Bill Young

ESTIMATE

FOR: **City Of Starkville**
cmcclain@starkvilleutilities.com

NUMBER: EST0032
DATE: Mar 2, 2026

Description	Quantity	Unit price	Amount
Rebuild 10" watts altitude valve	1	$5,455.00	$5,455.00

SUBTOTAL: $5,455.00

TOTAL $5,455.00

Comments
labor mileage and materials to rebuild 10" watts valve at azalea st

Estimate

labor and mileage and materials to rebuild 10' watts valve at Azalea st

VAUGHAN
WATER WORKS

From

Vaughan Water Works
255 County Road 141
Okolona, MS 38860
United States

To

Starkville Utilities
United States

Invoice No.
INV-36

Date
Mar 03 2026

Invoice Due
Mar 03 2026

Description	Quantity	Rate	Amount
rebuild 10" watts altitude valve	1	6273.00	USD 6273.00

Sub Total		6,273.00
Total (USD)		**6,273.00**
Paid to Date (USD)		**0.00**
Balance	**USD**	**6,273.00**

Email: vaughanwaterworks@gmail.com

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AGENDA ITEM DEPT.: Utilities
CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** April 7, 2026
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept the low quote from Berry Electric, LLC in the amount of $32,500.00 for installation of manual transfer switches at the Parkdale and Henderson wells.

AMOUNT & SOURCE OF FUNDING: 2025/2026 Budget

FISCAL NOTE: We received two quotes for installation of manual transfer switches at each location:

Quote 1: Berry Electric, LLC	$16,000.00 – Parkdale	
	$16,500.00 – Henderson	
	$32,500.00	
Quote 2: EDC Doss Electric, LLC	$18,962.00 – Parkdale	
	$18,962.00 – Henderson	
	$37,924.00	

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext. 1101

This work includes the labor and materials to include manual transfer switches at both the Parkdale and Henderson wells. These switches will allow a quick-connect for a mobile or permanent generator should we lose power at those critical asset locations. This work is to be more prepared and resilient for disaster response and readiness.

SUGGESTED MOTION:

Move approval to accept the low quote from Berry Electric, LLC in the amount of $32,500.00 for installation of manual transfer switches at the Parkdale and Henderson wells.

JACK

PARK DALE WELL

PRICE

BERRY ELECTRIC, LLC

10648 MS Hwy. 15
MANTEE, MS 39751
(662) 263-4617 Office
(662) 418-2260 Cell

NAME CITY of STARKVILLE

ADDRESS WATER DEPT.

TRANSFER SWITCH | PH. NO. | DATE 3-12-26

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
	INSTALL 600 VOLT		
	400 AMP 3-PHASE		
	TRANSFER SWITCH		
	ON WELL -		
*	WITH CAM LOCKS		
	PARK DALE WELL		
	MATERIALS	$8,000 00	
	LABOR - BUCKET TRUCK		
	+ EQUIPMENT	$8,000 00	
		$16,000 00	
	$16,000 00		
	Thank	TAX	0
	RECEIVED BY Mark	TOTAL	16000 00

No. 005109

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

GP-153-2
PRINTED IN U.S.A.

Thank You

JACK HENDERSON WELL

PRICE

BERRY ELECTRIC, LLC

10648 MS Hwy. 15
MANTEE, MS 39751
(662) 263-4617 Office
(662) 418-2260 Cell

NAME CITY of STARKVILLE

ADDRESS WATER DEPT.

TRANSFER SWITCH PH. NO. DATE 3-12-26

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT	LAYAWAY

QTY.	DESCRIPTION	PRICE	AMOUNT
	INSTALL 600 VOLT 400 AMP 3-PHASE TRANSFER SWITCH WITH CAM LOCKS ON HENDERSON WELL		
	MATERIAL	$8000 00	
	LABOR BUCKET TRUCK + EQUIPMENT	$8,500 00	
		$16,500 00	
	$16,500 00		
	THANKS	TAX 0	
	RECEIVED BY	TOTAL $16500 00	

No. 005110

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

GP-153-2
PRINTED IN U.S.A.

Thank You

EDC DOSS ELECTRIC, LLC

12 March 2026

Starkville Utilities – Parkdale and Henderson Well Transfer switches
Attn. – Jack Miles

Jack,

We will provide labor, equipment and materials to install manual transfer switches at these sites. We intend to intercept the existing underground services and turn them up into the new switches, the generator connection points and the operator handle will be externally operable. There will be no user accessible energized parts without opening a lockable door.

This will include the following:

1- 400-amp, 3 phase, 4 wire, NEMA 12,480 volt fused manual transfer switch complete with spare set of fuses.
2- The switch will be mounted on 4" Square steel galvanized tubing and a 7'x7'x4" concrete housekeeping pad will be placed under the installation.
3- There will be a new ground electrode and conductor system installed. This location will become the service entrance location for the site. A new ground conductor will be installed to the starter cabinet.
4- All required wire and conduits for this installation are included and will be IMC minimum conduit.
5- The service risers located on the SED utility pole will be moved out onto standoff brackets per current standards.
6- A phase rotation sensor and an audible alarm will be installed within the transfer switch to verify a rotation match between genset and utility power.
7- The new equipment will not be attached to the utility pole.

The cost for each site will be $18,962.00 plus applicable tax and permit/inspection fee.

Thanks for the opportunity,

Kevin Gordon

4557 Hwy 82
Tel: 662.324.2524

Maben, Mississippi 39750
e-mail: dosselectric@doss-electric.com

P.O. Box 641
Fax: 662.320.4573

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Utilities
AGENDA DATE: April 7, 2026

SUBJECT: Request authorization to accept the low quote from Myers Fence Sales, LLC in the amount of $12,500 for a perimeter fence at Locksley tank.

AMOUNT & SOURCE OF FUNDING: 2025/2026 Budget

FISCAL NOTE: We received two quotes:

Quote 1: Myers Fence Sales, LLC	$12,500.00
Quote 2: Bryce Morgan Fencing	$16,000.00

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext. 1101
This is for the removal of the existing fence at Locksley tank and installation of the new chain link fence with privacy strips as well as a new entrance gate.
The fence at this location was recently damaged and overall is in need of replacement. We are eliminating the barbed wire at the top of the fence and installing black privacy screening which is our new standard going forward.

SUGGESTED MOTION:

Move approval to accept the low quote from Myers Fence Sales, LLC in the amount of $12,500 for a perimeter fence at Locksley tank.

Bryce Morgan Fencing
662-418-6689
100 Starr Avenue Suite E.
Starkville MS

Job:

Take down and haul off old chain link fence around water tower across from taste
Install new 6' black heavy commercial chain link fence with one 16' double gate

Materials:

Schedule 40 pipe for the rails and post
9 gauge fabric
Concrete in every post
Black privacy slats

Total cost labor and material: $16,000

ESTIMATE FENCE INSTALLATION

MYERS FENCE SALES LLC

PROFESSIONAL AFFORDABLE SERVICE
QUALITY FENCING WITH 25 YEARS EXPERIENCE

11310 STEWART WEIR ROAD
STEWART, MS 39767
PHONE: (662) 552-6927
EMAIL: MYERSFENCECOMPANY@YAHOO.COM

Date 3-16-26
Customer's Name Starkville Utilities
Address
City and State Starkville, MS
Installation Address 214 Lincoln Green
Phone 662-694-6292

Type of Fence
Security

Style of Fence
Black vinyl coated chainlink

Overall Length
386'

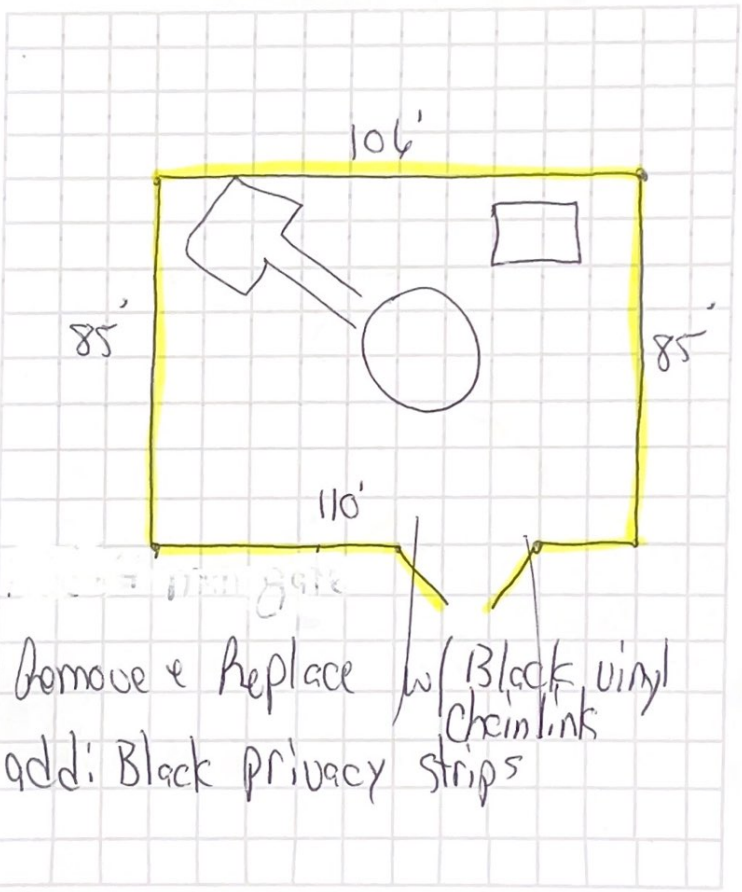
Overall Height
72"

Walk Gate
1-4'

Drive Gate
1-16'

Salesman
David Myers

DIAGRAM OF FENCE



Remove & Replace w/ Black vinyl chainlink
add: Black privacy strips

Myers Fence Sales will furnish all materials and labor for a complete installation
Not responsible for Building Permits, Underground Utilities, or Property Lines

Crews are covered by General Liability Insurance

Accepted by Customer

$12,500.00
Cash upon Completion